

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ② (✓) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ① (✓) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- () Other - Grant Funds Available

Cliff Brown
Cliff Brown

City Controller of the City of Houston, Texas

Date: 9-29, 2020

① 8207-2800 -520126
 8207-4 -520755
 ② 8011-4 -520140
 FUND REF:

8,105,169.00
 405,258.00
 AMOUNT: 141,840.00
 ENCUMB. NO.:

0A-46-16290
CMB 3-28296197

City of Houston Ordinance No. 2020-829

AN ORDINANCE APPROPRIATING THE SUM OF \$8,510,427.00 OUT OF THE HAS CONSOLIDATED ITRP AMT CONSTRUCTION FUND AND \$141,840.00 OUT OF THE HAS AIRPORTS IMPROVEMENT FUND AND APPROVING AND AUTHORIZING A CONTRACT BETWEEN CITY OF HOUSTON AND MOTOROLA SOLUTIONS, INC. FOR THE REPLACEMENT OF TERMINAL D/E GARAGE RADIO INTERMEDIATE DISTRIBUTION FRAME AT GEORGE BUSH INTERCONTINENTAL AIRPORT/HOUSTON; (PROJECT NO.828); PROVIDING A MAXIMUM CONTRACT AMOUNT AND PROVIDING FUNDING FOR THE CIVIC ART PROGRAM AND CONTINGENCIES RELATING TO THE REPLACEMENT OF TERMINAL D/E GARAGE RADIO INTERMEDIATE DISTRIBUTION FRAME; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title for the purpose or purposes set out in such title as follows: the sum of **\$8,105,169.00** is appropriated to replace the existing radio shelter and equipment and the sum of **\$141,840.00** is appropriated for the Civic Art Program and the sum of **\$405,258.00** is appropriated for contingency.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

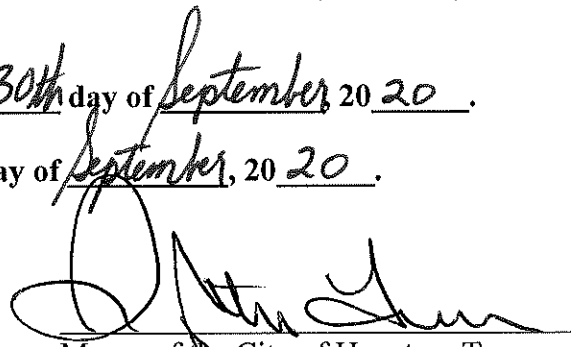
Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 30th day of September, 2020.

APPROVED this 30th day of September, 2020.



Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: **OCT 06 2020**

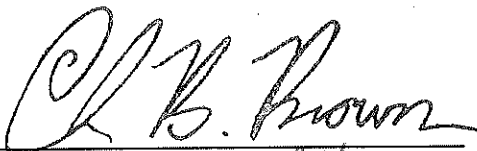
City Secretary

(Prepared by Legal Dept. Samene Mahendru by permission SR)
(SKM:anv 9/14/2020) Sr. Assistant City Attorney
(Requested by Mario C. Diaz, Director, Houston Airport System)
(L.D. File No. 0042000164001)

CERTIFICATE OF CITY CONTROLLER

I, Chris B. Brown, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of \$8,510,427.00 required for the project referenced in the title of this ordinance, do hereby certify as follows:

- (1) The sum of \$8,510,427.00 will be funded from airport bond proceeds and/or airport commercial paper proceeds pursuant to Ordinance No. 2013-1064 authorizing the creation of the Consolidated 2011 ITRP AMT Construction Fund (8207). To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.
- (2) To the extent that the \$8,510,427.00 will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the Airport Commercial Paper Ordinance, Ordinance No. 99-1337, as amended and restated by Ordinance No. 2013-1064.


City Controller *Chris B. Brown*

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
	ABSENT	DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
	ABSENT-ON PERSONAL BUSINESS	KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**DERIVATIVE AGREEMENT FOR A REPLACEMENT RADIO INTERMEDIARY
DISTRIBUTION FRAME (RIDF) ROOM**

THIS DERIVATIVE AGREEMENT FOR A REPLACEMENT RADIO INTERMEDIARY DISTRIBUTION FRAME (RIDF) ROOM ("Agreement") is entered into, on the date countersigned by the City Controller ("Effective Date"), between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas, and **MOTOROLA SOLUTIONS, INC**, ("Contractor"), located at 500 West Monroe Street, Chicago, Illinois 60661, and doing business in Texas.

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. This Agreement is issued in connection with City's purchase of products and services from Contractor under Contractor's Department of Information Resources ("DIR") for Products and Related Services and all amendments of exhibits thereto as offered by DIR, with a April 24, 2018 effective date ("DIR Contract"). The current version of the DIR Contract, DIR-TSO-4101, is incorporated hereto and available at: <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4101>.

2. Order of Precedence: The following exhibits are incorporated into this Agreement and Contractor shall comply with such terms and conditions as set forth therein. Unless otherwise agreed or provided herein, in the event of conflict or inconsistency among or between the documents, the documents shall control in the order in which they are listed below:

A. The DIR Contract, DIR-TSO-4101, as may be amended, (in accordance with its order of precedence: Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Communications Agreement; Appendix E, Service Terms and Conditions Agreement, Appendix F, Subscription Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-426, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-426, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions), including all its appendices and exhibits with an effective date of November 10, 2014.

B. The sections of this Agreement;

C. The Exhibits to this Agreement (aside from the DIR Contract which is listed in item A above) – The exhibits include:

Exhibit A – Scope

Exhibit B – Order Form

Exhibit C - Drug Policy Compliance Agreement

Exhibit D - No Safety Impact Positions

Exhibit E - Drug Policy Compliance Declaration

Exhibit F - General Conditions

Exhibit G – Federal Provisions

Exhibit H – Title VI: Non-Discrimination

3. In the event the DIR Contract is not extended, or otherwise expires or terminates before Contractor completes performance of all of its obligations under this Agreement and any order, statement of work, or like document issued under this Agreement ("Order"), then Contractor shall nonetheless complete performance of all its obligations under this Agreement and the applicable Order pursuant to the terms and conditions of the DIR Contract to the extent it is applicable.

4. If adequate funds are available under Section 4 of this Agreement, and if the Director of the Houston Airport System ("Director") desire to purchase products or services pursuant to an Order Form, attached hereto as **Exhibit B**, Vendor shall provide the products and services set forth on the Order Form and in accordance with **Exhibit A** and **Exhibit B** of this Agreement.

In the event of a conflict between an Order Form and this Agreement, this Agreement shall control. No additional term or condition added to any Order Form, statement of work, or any other document relating to products or services, or any amendment thereto, can conflict with or diminish any term or condition of this Agreement and any such term or condition will be void and unenforceable.

5. Contractor Representations. Contractor represents:

- a. Contractor has examined and carefully studied Contract documents and other related data.
- b. Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.
- c. Contractor is familiar with and is satisfied as to all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- d. Contractor will carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except

Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

- e. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto.
- f. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.
- g. Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.
- h. Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.
- i. Contractor has given Director written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by Director is acceptable to Contractor.
- j. Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. Payment.

A. The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section 6 (Payment). The City shall pay and the Contractor shall accept fees set forth in **Exhibits A and B** for all services rendered and the Deliverables furnished by Contractor. The City will not be responsible and has no obligation to reimburse or other pay Contractor for surcharges, fees or any travel and expenses incurred by the Contractor or any sub-contractors under or related to this Agreement. The fees must only be paid from Allocated Funds, as provided below.

B. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$8,105,169.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for the Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to the Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$

The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for products and services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

C. Taxes. The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

7. Confidentiality and Data Security.

The City is, will be, and shall remain at all times the owner of all of the City's Information (as defined below). Contractor expressly acknowledges that the City has all right, title, or other ownership interest in the City's Information and Contractor shall not possess or assert any lien or other right against the City's Information. The City is, will be, and shall remain the owner of all City data, including City-specific data created or generated by either party pursuant to this Agreement. The City may use this City data, including

data provided by Contractor, for any purpose. At all times, including during or after the termination or expiration of this Agreement or any license Contractor grants to the City (as applicable), the City retains the right to reveal or extract the City's Information and all City data from any Contractor (or Contractor-controlled) software, storage, and documents, and the right to use the City data and the City's Information for the City's own use, for use with other non-Contractor software, storage, or to load elsewhere. Contractor shall not use City Information or City data for any other purposes other than what is expressly specified and permitted in and under this Agreement.

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, materials, processes, and documents (collectively, "Information" or "City's Information") that they receive, or to which they have access, in the strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the City's Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section. The placement of a copyright notice on any City Information will not be construed to mean that such information has been published and will not release Contractor from its obligation of confidentiality hereunder. The terms and conditions of this Confidentiality section shall survive the expiration or termination of this Agreement for any reason.

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erm. This Agreement shall survive the expiration or termination of the DIR Contract so long as this Agreement was entered into by the parties during the term of the DIR Contract under the terms and conditions of the DIR Contract.

9. Independent Contractor. Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

10. Notices. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

TO CITY	TO CONTRACTOR
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City of Houston Attn: Mario C. Diaz, Director Houston Airport System P.O. Box 60106 Houston, Texas 77025-0106	Motorola Solutions, Inc. Attn: Legal Department 500 W. Monroe Street, 37 th Floor Chicago, IL 60661
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11. Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

12. Non-Waiver.

A. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

B. An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

C. An approval by any employee or agent of the Contractor of any part of City's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

13. Enforcement. The Director or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the Director all documents and records that the Director requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation or Contractor's internal cost. The Director shall give the Contractor no less than ten (10) business days to compile the requested documents. Preparation and shipping of the documents will be at the expense of the City.

14. Survival. Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

15. Publicity. Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director, except for internal private communications to Contractor employees or agents not to be utilized in any public manner.

16. Minority and Women Business Enterprises. It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 0% for professional services and 0% for products and materials of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing:

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Office of Business Opportunity ("OBO") Director in the form and at the times he or she prescribes.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers will permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director" in this Section).
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

17. Flow-Through Provisions. In the event the City is a recipient or subrecipient of any grant, federal, or state funds or the City otherwise uses restricted funds to pay Contractor for services or expenses provided under this Agreement, Contractor shall agree and hereby does agree, in writing, to be bound by the same contract or grant terms and conditions, laws, and regulations as the City, to the extent relevant to Contractor's scope of work, ("Additional Flow Down Provisions"). Contractor's agreement to the Additional Flow Down Provisions must be in writing, signed by the Contractor and Director and approved by the City Attorney or designee. Such written agreement does not require amendment of this Agreement but shall be incorporated into this Agreement as if fully referenced herein. If within a reasonable time after receipt of a written request from the Director (not to exceed 15 business days), the Parties are unable to reach a written agreement on the relevant Additional Flow Down Provisions following good faith negotiations, the Director, at his sole discretion may (i) immediately suspend Contractor from any further performance under this Agreement or to terminate this Agreement.

18. Preservation of Contracting Information. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

SIGNATURE PAGE FOLLOWS

Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

APPROVED AS TO FORM FOR CONTRACTOR:

**CONTRACTOR:
MOTOROLA SOLUTIONS, INC.**

DocuSigned by:
Neil Thomas
Neil Thomas
MSSSI Vice President
North America Government Markets
neil@motorolasolutions.com

DocuSigned by:
S. Clay Cassard
S. Clay Cassard
MSSSI Vice President
North America Government Markets
clay.cassard@motorolasolutions.com

Federal Tax ID Number: 36-1115800

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

DS
BB
DocuSigned by:
Mario Diaz
Director, Houston Airport System

City Controller

APPROVED:

COUNTERSIGNATURE DATE:

DocuSigned by:
Jerry Adams
Chief Procurement Officer

APPROVED AS TO FORM:

DocuSigned by:
Sameera Kapasi Mahendru
Senior Assistant City Attorney
L.D. File No. _____

EXHIBIT "A"
SCOPE

EXHIBIT "B"
ORDER FORM

EXHIBIT "C"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____, _____
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "D"
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____, _____
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "E"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or
 _____ (Name) (Print/Type) _____ (Title)
 officer of _____ (Contractor) (Name of Company), have personal knowledge and full authority to
 make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____.

_____ Initials A written Drug Free Workplace Policy has been implemented and employees notified. The
 Policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and
 Deterrence (Mayor's Policy).

_____ Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug
 Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.
 Employees have been notified of such procedures.

_____ Initials Collection/testing has been conducted in compliance with federal Health and Human
 Services (HHS) guidelines.

_____ Initials Appropriate safety impact positions have been designated for employee positions
 performing on the City of Houston contract. The number of employees in safety impact
 positions during this reporting period is _____.

_____ Initials From _____ [Start date] to _____ [End date] the following test has occurred:

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Initials Any employee who tested positive was immediately removed from the City worksite
 consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials I affirm that falsification or failure to submit this declaration timely in accordance with
 established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration
 are within my personal knowledge and are true and correct.

 (Date) _____
 (Typed or Printed Name)

 (Signature)

 (Title)

Exhibit "F"

GENERAL CONDITIONS - MOTOROLA ITRP RADIO ROOM

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 *Agreement:* Document signed by the Parties and binding the Parties, containing the name of Contractor, title and location of the Project, Original Contract Time, Original Contract Price, enumeration of documents included in the Contract, and other provisions.

1.1.2 *Bonds:* Performance Bond, Payment Bond, Maintenance Bond, and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.

1.1.3 *Business Enterprise:* Any business entity registered in a program authorized by 49 C.F.R. § 26 (where applicable) or City Code of Ordinances, Chapter 15, Article II, relating to Equal Opportunity Employment and taking affirmative action to ensure that applicants are employed and employees are treated without regard to race, religion, color, sex, national origin, or age. The term "Business Enterprise" may include any Disadvantaged Business Enterprise ("DBE"), Minority Business Enterprise ("MBE"), Woman Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Person with Disability Enterprise ("PDBE"), and any Historically Underutilized Business ("HUB").

1.1.4 *Business Enterprise Policy:* Contract documents and applicable policies relating to Business Enterprises and authorized under 49 C.F.R. § 26 or City Code of Ordinances, Chapter 15, Article II.

1.1.5 *Cash Allowance:* An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other "pass-through" costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms of Article 7.

1.1.6 *Change Order:* Written instrument prepared by the City and signed by City Engineer and Contractor, specifying the following:

- 1.1.6.1 a change in the Work;
- 1.1.6.2 a change in Contract Price, if any; and
- 1.1.6.3 a change in Contract Time, if any.

The value of a Change Order is the net amount after offsetting all deductions against all additions effected by the Change Order.

1.1.7 *City:* The City of Houston, a home rule municipality located principally within Harris County,

Texas, including its successors and its authorized representatives.

1.1.8 *City Engineer:* The City Engineer, or the City designee representing the City Engineer, authorized to represent the City, or successors. *City Engineer with respect to Section 4.1.9 and 4.3 thru 4.5 of the General Conditions should be different from the City Engineer or designee authorized by the Director of Department of Aviation to represent the City Engineer, with respect to all other terms of the General Conditions.*

1.1.9 *Claim:* Written demand or written assertion by one Party seeking adjustment of the Contract, payment of money, extension of time, or other relief under the Contract and includes, but is not limited to, claims for materials, labor, equipment, delay, changes, adjustments, substitutions, fees and third party claims. The Party making the Claim has the responsibility to substantiate the Claim.

1.1.10 *Conditions of the Contract:* General Conditions and Supplementary Conditions.

1.1.11 *Construction Manager:* Person or firm under contract with the City as its authorized representative to oversee and administer construction of the Work, and who may perform the role of Project Manager and Inspector, as designated by City Engineer in writing.

1.1.12 *Contract:* The Agreement; documents enumerated in and incorporated into the Agreement, Modifications, and amendments.

1.1.13 *Contract Price:* The monetary amount stated in the Agreement adjusted by Change Order, and increases or decreases in Unit Price Quantities, if any.

1.1.14 *Contract Time:* The number of days stated in the Agreement to substantially complete the Work, plus days authorized by Change Order.

1.1.15 *Contractor:* Person or firm identified as such in the Agreement including its successors and its authorized representatives.

1.1.16 *Date of Commencement of the Work:* Date established in Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of Contractor, or persons or entities for whom Contractor is responsible, to act.

1.1.17 *Date of Substantial Completion:* Date that construction, or portion thereof designated by City Engineer, is certified by City Engineer to be substantially complete.

1.1.18 *Design Consultant:* Person or firm, under contract with the City, to provide professional services during construction and its authorized representatives. If a Design Consultant is not employed for services during construction, Project Manager will perform duties of Design Consultant designated in the Contract in addition to usual duties of Project Manager.

1.1.19 *Drawings:* Graphic and pictorial portions of the Contract that define the character and scope of the Work.

1.1.20 *Extra Unit Price:* Unit Prices, which may be required for completion of the Work. These Unit Prices and Unit Price Quantities are in the Contract and are included in Original Contract Price.

1.1.21 *Furnish:* To supply, pay for, deliver to the site, and unload.

1.1.22 *General Requirements:* The sections of Division 01 Specifications that specify administrative and procedural requirements and temporary facilities required for the Work.

1.1.23 *Inspector:* City's employee or agent authorized to assist with inspection of the Work.

1.1.24 *Install:* Unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, clean, protect, and similar operations.

1.1.25 *Legal Holiday:* Day established by the City Council as a holiday.

1.1.26 *Major Unit Price Work:* An individual Unit Price item,

1.1.26.1 whose value is greater than five percent of Original Contract Price,

1.1.26.2 whose value becomes greater than five percent of Original Contract Price as the result of an increase in quantity, or

1.1.26.3 whose value is \$100,000, whichever is least.

1.1.27 *Mayor's Office of Business Opportunity:* any reference to, or use of, the "Office of Affirmative Action" shall mean the Mayor's Office of Business Opportunity, or any such future name to which it is changed.

1.1.28 *RESERVE*

1.1.29 *Modification:* Change Order.

1.1.30 *Notice of Noncompliance:* A written notice by City Engineer to Contractor regarding defective or nonconforming work that does not meet

the Contract requirements, and that establishes a time by which Contractor shall correct the defective or nonconforming work.

1.1.31 *Notice to Proceed:* A written notice by City Engineer to Contractor establishing Date of Commencement of the Work.

1.1.32 *Original Contract Price:* The monetary amount originally stated in the Agreement.

1.1.33 *Parties:* Contractor and the City. When in singular form, refers to Contractor or the City.

1.1.34 *Pollutant:* Any materials subject to the Texas Solid Waste Disposal Act.

1.1.35 *Pollutant Facility:* Any facility regulated by the State of Texas to protect the health and environment from contamination by Pollutants, including without limitation, landfills, oil and gas production and storage facilities, wastewater facilities, waste injection wells, and storage tanks (including drums).

1.1.36 *Product:* Materials, equipment, or systems incorporated into the Work or to be incorporated into the Work.

1.1.37 *Product Data:* Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a Product.

1.1.38 *Project:* Total construction, of which the Work performed under the Contract may be the whole or a part, and which may include construction by the City or by separate contractors.

1.1.39 *Project Manager:* City Engineer's authorized representative for administration of the Work. Titles used within the City's departments may be different than those used in this definition.

1.1.40 *Provide:* Furnish and Install, complete, ready for intended use.

1.1.41 *Samples:* Physical examples that illustrate Products, or workmanship, and establish standards by which the Work is judged.

1.1.42 *Shop Drawings:* Drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor, Subcontractor or Supplier, to illustrate a portion of the Work.

1.1.43 *Specifications:* Divisions 01 through 16 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products,

standards, and workmanship for the Work, and performance of related services.

1.1.44 *Stipulated Price:* Single lump sum amount stated in the Contract for completion of the Work, or for designated portion of the Work.

1.1.45 *Subcontractor:* Person or firm that has direct or indirect contract with Contractor or with another Subcontractor to perform a portion of the Work and its authorized representatives.

1.1.46 *Superintendent:* Employee of Contractor having authority and responsibility to act for and represent Contractor.

1.1.47 *Supplementary Conditions:* Part of Conditions of the Contract that amends or supplements General Conditions.

1.1.48 *Supplier:* Manufacturer, distributor, materialman, or vendor having a direct agreement with Contractor or Subcontractor for Products, or services and its authorized representatives.

1.1.49 *Surety:* Corporate entity that is bound by one or more Bonds, and is responsible for completion of the Work, including the correction period, and for payment of debts incurred in fulfilling the Contract. Surety shall include co-surety or reinsurer, as applicable.

1.1.50 *Underground Facilities:* Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities that exist below ground level.

1.1.51 *Unit Price:* An amount stated in the Contract for an individual, measurable item of work, which, when multiplied by actual quantity incorporated into the Work, amounts to full compensation for completion of the item, including work incidental to it.

1.1.52 *Unit Price Quantities:* Quantities indicated in the Contract that are approximations made by the City for contracting purposes.

1.1.53 *Work:* Entire construction required by the Contract, including all labor, Products, and services provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a portion of the Project.

1.1.54 *RESERVE*

1.2 *EXECUTION, CORRELATION, AND INTENT*

1.2.1 Execution of the Contract by Contractor is conclusive that Contractor has visited the Work site, become familiar with local conditions under which the Work will be performed, and fully informed itself as to conditions and matters which can affect the Work or costs. Contractor further agrees that it has carefully correlated personal observations with requirements of the Contract.

1.2.2 The Contract and Modifications have been read and carefully considered by Contractor, who understands and agrees to their sufficiency for the Work. The Contract may not be more strongly construed against the City than against Contractor and Surety.

1.2.3 Contractor shall include all items necessary for proper execution and completion of the Work.

1.2.4 Reference to standard specifications, manuals, or codes of a technical society, organization, or association, or to laws or regulations of a governmental authority, whether specific or implied, mean the latest edition in effect as of date of receipt of bids, except as may be otherwise specifically stated in the Contract.

1.2.5 No provision of any referenced standard, specification, or manual changes the duties and responsibilities of the City, City Engineer, Contractor, or Design Consultant from those set forth in the Contract. Nor do these provisions assign to Design Consultant any duty or authority to supervise or direct performance of the Work or any duty or authority to undertake any actions contrary to provisions of the Contract.

1.2.6 Organization of Specifications into divisions, sections, and articles and arrangement of Drawings does not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.7 Unless otherwise defined in the Contract, words which have well-known construction industry technical meanings are used in the Contract in accordance with these recognized meanings.

1.3 *OWNERSHIP AND USE OF DOCUMENTS*

1.3.1 Drawings, Specifications, and other documents prepared by the City or by Design Consultant are instruments of service through which the Work to be executed by Contractor is described. Contractor may retain one Contract record set.

1.3.2 Neither Contractor, Subcontractor, nor Supplier will own or claim a copyright to documents contained in the Contract or any part of the Contract.

1.3.3 Documents contained in the Contract, prepared by the City or by Design Consultant, and copies furnished to Contractor, are for use solely with respect to the Work. They may not be used by Contractor, Subcontractor or Supplier on other projects or for additions to the Work, outside the scope of the Work, without the specific written consent of City Engineer, and Design Consultant, when applicable.

1.3.4 Contractor, Subcontractors, and Suppliers are granted a limited license to use and reproduce applicable portions of the Contract appropriate to and for use in execution of their work under the Contract.

1.4 INTERPRETATION

1.4.1 Specifications are written in an imperative streamlined form and are directed to Contractor, unless noted otherwise. When written in this form, words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.4.2 In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but an absent modifier or article is not intended to affect interpretation of a statement.

ARTICLE 2 - THE CITY

2.1 LIMITATIONS OF THE CITY'S OFFICERS AND EMPLOYEES

2.1.1 No officer or employee of the City may authorize Contractor to perform an act or work contrary to the Contract, except as otherwise provided in the Contract.

2.2 DUTIES OF THE CITY

2.2.1 If a building permit is required, the City will process an application for, and Contractor shall purchase the building permit before Date of Commencement of the Work.

2.2.2 The City will make available to Contractor a reproducible set of Drawings. Additional copies will be furnished, on Contractor's request, at the cost of reproduction.

2.2.3 When necessary for performance of the Work, the City will provide surveys describing physical characteristics, legal limitations, legal

description of site, and horizontal and vertical control adequate to lay out the Work.

2.2.4 Information or services that the City is required to provide under the Contract will be provided by the City with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 The Contract imposes no implied duty on the City. The City does not warrant any plans or specifications associated with the Contract.

2.2.6 Except as expressly stated in this Article, the City owes no duty to the Contractor or any subcontractor.

2.3 AVAILABILITY OF LAND AND USE OF SITE

2.3.1 The City will furnish, as indicated in the Contract, rights-of-way, land on which the Work is to be performed, and other land designated in the Contract for use by Contractor unless otherwise provided in the Contract.

2.3.2 Contractor shall confine operations at site to those areas permitted by law, ordinances, permits, and the Contract, and may not unreasonably encumber site with materials or equipment.

2.3.3 In addition to land provided by the City under Section 2.3, Contractor shall provide all land and access to land that may be required for use by Contractor for temporary construction facilities or for storage of materials and equipment, and shall indemnify the City during its use of the land as stated in Section 3.25.

2.4 THE CITY'S RIGHT TO STOP THE WORK

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract, or fails to correct work which is not in accordance with requirements of the Contract as required in Sections 12.1 and 12.2, the City may, by Notice of Noncompliance, order Contractor to stop the Work or any portion of the Work until the cause for the order has been eliminated. However, the right of the City to stop the Work will not give rise to a Claim for delay or to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by Section 6.2. If Contractor corrects the defective or nonconforming work within the time established in Notice of Noncompliance, City Engineer will give written notice to Contractor to resume performance of the Work.

2.5 *THE CITY'S RIGHT TO CARRY OUT WORK*

2.5.1 If Contractor fails to carry out work in accordance with the Contract, and fails within the period established in a Notice of Noncompliance to correct the nonconforming work, the City may, after expiration of the required period, correct the deficiencies without prejudice to other remedies the City may have, including rights of the City under Section 14.1.

2.5.1.1 When the City corrects deficiencies, City Engineer will issue an appropriate Change Order and deduct from payments then or thereafter due Contractor the cost of correcting the deficiencies, including compensation for Design Consultant's and Construction Manager's additional services and expenses made necessary by such default, neglect, or failure. This action by the City and amounts charged to Contractor are both subject to prior approval of City Engineer. If payments, then or thereafter due Contractor, are not sufficient to cover these amounts, Contractor shall pay the difference to the City.

2.5.2 Notwithstanding the City's right to carry out work, maintenance and protection of the Work remains Contractor's responsibility, as provided in the Contract.

ARTICLE 3 - CONTRACTOR

3.1 *RESPONSIBILITIES*

3.1.1 Contractor shall maintain office with agent in the greater City of Houston area during the Contractor's performance under the Contract. Contractor shall file its street address with City Engineer.

3.1.2 Contractor and Contractor's employees shall not give or lend money or anything of value to an officer or employee of the City. Should this Paragraph 3.1.2 be violated, City Engineer may terminate the Contract under Section 14.1.

3.2 *REVIEW OF CONTRACT AND FIELD CONDITIONS BY CONTRACTOR*

3.2.1 Contractor shall carefully study and compare documents contained in the Contract with each other and with information furnished by the City pursuant to Section 2.2 and shall immediately report, in writing, any errors, inconsistencies, or omissions to City Engineer. If work is affected, Contractor shall

obtain a written interpretation or clarification from City Engineer before proceeding with the affected work. However, Contractor will not be liable to the City for failure to report an error, inconsistency, or omission in the Contract unless Contractor had actual knowledge or should have had knowledge of the error, inconsistency, or omission.

3.2.2 Contractor shall take field measurements and verify field conditions, and shall carefully compare the conditions and other information known to Contractor with the Contract, before commencing activities. Contractor shall immediately report, in writing, to City Engineer for interpretation or clarification of discrepancies, inconsistencies, or omissions discovered during this process.

3.2.3 Contractor shall make a reasonable attempt to understand the Contract before requesting interpretation from City Engineer.

3.3 *SUPERVISION AND CONSTRUCTION PROCEDURES*

3.3.1 Contractor shall supervise, direct, and inspect the Work competently and efficiently, devoting the attention and applying the skills and expertise as necessary to perform the Work in accordance with the Contract. Contractor is solely responsible and has control over construction means, methods, techniques, sequences, and procedures of construction; for safety precautions and programs in connection with the Work; and for coordinating all work under the Contract.

3.3.2 Regardless of observations or inspections by the City or City's consultants, Contractor shall perform and complete the Work in accordance with the Contract and submittals approved pursuant to Section 3.18. The City is not liable or responsible to Contractor or Surety for work performed by Contractor that is not in accordance with the Contract regardless of whether discovered during construction or after acceptance of the Work.

3.4 *SUPERINTENDENT*

3.4.1 Contractor shall employ a competent Superintendent and necessary assistants who shall be present at the site during performance of the Work. Communications given to Superintendent are binding on the Contractor.

3.4.2 Contractor shall notify City Engineer in writing of its intent to replace the Superintendent. Contractor may not replace the Superintendent if City Engineer makes a reasonable objection in writing.

3.5 LABOR

3.5.1 Contractor shall provide competent, qualified personnel to survey and lay out the Work and perform construction as required by the Contract. The City may, by written notice, require Contractor to remove from the Work any employee of Contractor or Subcontractors to whom City Engineer makes reasonable objection.

3.5.2 Contractor shall comply with the applicable Business Enterprise Policy set out in this Agreement and in the Supplementary Conditions, as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

3.5.3 When Original Contract Price is greater than \$1,000,000, Contractor shall make Good Faith Efforts to award subcontracts or supply agreements in at least the percentages set out in the Supplementary Conditions for Business Enterprise Policy. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and shall comply with them.

3.5.3.1 Contractor shall require written subcontracts with Business Enterprises and shall submit all disputes with Business Enterprises to voluntary mediation. Business Enterprise subcontracts complying with City Code of Ordinances Chapter 15, Article II must contain the terms set out in Subparagraph 3.5.3.2. If Contractor is an individual person, as distinguished from a corporation, partnership, or other legal entity, and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

3.5.3.2 Contractor shall ensure that subcontracts with Business Enterprise firms are clearly labeled **"THIS CONTRACT MAY BE SUBJECT TO MEDIATION ACCORDING TO THE TEXAS ALTERNATIVE DISPUTE RESOLUTION ACT"** and contain the following terms:

3.5.3.2.1 (Business Enterprise) may not delegate or subcontract more than 50 percent of work under this subcontract to any other subcontractor without the express

written consent of the City's OBO Director (the "Director").

3.5.3.2.2 (Business Enterprise) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the Subcontractors and Suppliers, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. (Business Enterprise) shall keep the books and records available for this purpose for at least four years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3.5.3.2.3 Within five business days of execution of this subcontract, Contractor and (Business Enterprise) shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

3.5.4 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into the Contract for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions. IF CONTRACTOR DOES NOT PAY IN ACCORDANCE WITH THE PAY OR PLAY PROGRAM WITHIN 30 DAYS OF THE DATE CITY ENGINEER SENDS CONTRACTOR WRITTEN NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS UP TO THE AMOUNT OWED FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS CONTRACT, AND CONTRACTOR WAIVES ANY RECOURSE.

3.6 PREVAILING WAGE RATES

3.6.1 Contractor shall comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic.

3.6.2 Prevailing wage rates applicable to the Work may be one or a combination of the following wage rates identified in Division 00:

3.6.2.1 Federal Wage Rate General Decisions

- 3.6.2.1.1 Highway Rates
- 3.6.2.1.2 Building Rates
- 3.6.2.1.3 Heavy Construction Rates
- 3.6.2.1.4 Residential Rates
- 3.6.2.2 City Prevailing Wage Rates
 - 3.6.2.2.1 Building Construction Rates
 - 3.6.2.2.2 Engineering Construction Rates
 - 3.6.2.2.3 Asbestos Worker Rates

3.6.3 Each week Contractor shall submit to the City's Mayor's Office of Business Opportunity certified copies of payrolls showing classifications and wages paid by Contractor, Subcontractors, and Suppliers for each employee under the Contract, for any day included in the Contract.

3.7 LABOR CONDITIONS

3.7.1 In the event of labor disputes affecting Contractor or Contractor's employees, Contractor shall utilize all possible means to resolve disputes in order that the Work not be delayed to any extent. These means will include seeking injunctive relief and filing unfair labor practice charges, and any other action available to Contractor.

3.7.2 When Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay timely performance of the Work, Contractor shall immediately notify City Engineer in writing. No Claims will be accepted by City Engineer for costs incurred as a result of jurisdictional or labor disputes.

3.8 DRUG DETECTION AND DETERRENCE

3.8.1 It is the policy of the City to achieve a drug-free work force and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on the City's premises is prohibited. By executing the Contract, Contractor represents and certifies that it meets and will comply with all requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the

Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31, (Revised) ("Executive Order"). Mayor's Policy is on file in the office of the City Secretary. Copies of Executive Order may be obtained at the location specified in the Advertisement for Bids.

3.8.1.1 The Executive Order applies to the City's contracts for labor or services except the following:

- 3.8.1.1.1 contracts authorized by Emergency Purchase Orders,
- 3.8.1.1.2 contracts in which imposition of requirements of the Executive Order would exclude all potential bidders or proposers, or would eliminate meaningful competition for the Contract,
- 3.8.1.1.3 contracts with companies that have fewer than 15 employees during any 20-week period during a calendar year and no safety impact positions,
- 3.8.1.1.4 contracts with non-profit organizations providing services at no cost or reduced cost to the public, and
- 3.8.1.1.5 contracts with federal, state, or local governmental entities.

3.8.1.2 Prior to execution of the Contract, Contractor shall have filed with the City:

- 3.8.1.2.1 a Drug Policy Compliance Agreement form (Attachment "A" to the Executive Order), and
- 3.8.1.2.2 a copy of Contractor's drug free workplace policy, and
- 3.8.1.2.3 a written designation of all safety impact positions, if applicable, or a Contractor's Certification of a No Safety Impact Positions form (Attachment "C" to the Executive Order).

3.8.1.3 Every six months during performance of the Contract and upon completion of the Contract, Contractor shall file a Drug Policy Compliance Declaration form (Attachment "B" to the Executive Order). The Contractor shall submit the Drug Policy Compliance Declaration within 30 days of expiration of each six-month period of performance and within 30 days of completion of the Contract. The first six-month period shall begin on Date of Commencement of the Work.

3.8.1.4 Contractor shall have a continuing obligation to file updated designation of safety impact positions when additional safety impact positions are added to Contractor's employee workforce during performance of the Work.

3.8.1.5 Contractor shall require its Subcontractors and Suppliers to comply with the Mayor's Policy and Executive Order. Contractor is responsible for securing and maintaining required documents from Subcontractors and Suppliers for the City inspection throughout the term of the Contract.

3.8.1.6 Failure of Contractor to comply with requirements will be a material breach of the Contract entitling the City to terminate in accordance with Section 14.1.

3.9 MATERIALS & EQUIPMENT

3.9.1 Unless otherwise provided in the Contract, Contractor shall provide and assume full responsibility for Products, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, transportation, temporary facilities, supplies, and other facilities and incidentals necessary for Furnishing, performing, testing, starting-up, and completing the Work.

3.9.1.1 Contractor, Subcontractors, and Suppliers shall use Ultra Low Sulfur Diesel Fuel in all diesel operating vehicles and motorized equipment utilized in performing the Work. Ultra Low Sulfur Diesel Fuel is defined as diesel fuel having 15 ppm or the applicable standard set by state or federal law or rules and regulations of the Texas Commission on Environmental Quality, or the Environmental Protection Agency, whichever is less in sulfur content. Off-road Ultra Low Sulfur Diesel Fuel may be used in lieu of on-road Ultra Low Sulfur Diesel Fuel. Contractor shall provide, upon request by City Engineer, proof that Contractor, Subcontractors, and Suppliers are using Ultra Low Sulfur Diesel Fuel.

3.9.2 Contractor shall provide Products that are:

3.9.2.1 new, unless otherwise required or permitted by the Contract, and

3.9.2.2 of specified quality.

If required by City Engineer, Contractor shall furnish satisfactory evidence, including reports of required tests, as to kind and quality of Products.

3.9.3 Contractor shall store Products in a safe, neat, compact, and protected manner. Contractor shall also store Products delivered during the work, along the right-of-way:

3.9.3.1 so as to cause the least inconvenience to property owners, tenants, and general public; and

3.9.3.2 so as not to block access to, or be closer than, three feet to any fire hydrant.

Contractor shall protect trees, lawns, walks, drives, streets, and other improvements that are to remain, from damage. If private or public property is damaged by Contractor, Contractor shall, at its sole expense, restore the damaged property to at least its original condition.

3.9.3.1 Contractor shall obtain City Engineer's approval for storage areas used for Products for which payment has been requested under Paragraph 9.6.1. Contractor shall provide the City access to the storage areas for inspection purposes. Products, once paid for by the City, become the property of the City and may not be removed from place of storage, without City Engineer's written permission except for a movement to the site. Contractor's Installation Floater, required under Section 11.2, shall cover all perils, including loss or damage to Products during storage, loading, unloading, and transit to the site.

3.10 PRODUCT OPTIONS AND SUBSTITUTIONS

3.10.1 For Products specified by reference standards or by description only, Contractor may provide any Product meeting those standards or description.

3.10.2 For Products specified by naming one or more manufacturers with provision for substitutions or equal, Contractor may submit a request for substitution for any manufacturer not named.

3.10.3 City Engineer will consider requests for substitutions only within the first 15 percent of Contract Time, or first 90 days after date of Notice to Proceed, whichever is less.

3.10.4 Contractor shall document each request for substitution with complete data substantiating compliance of proposed substitution with the Contract.

3.10.5 A request for substitution constitutes a representation that Contractor:

3.10.5.1 has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product;

3.10.5.2 shall provide the same warranty for the substitution as for the specified Product;

3.10.5.3 shall coordinate installation of the proposed substitution and make changes to other work which may be required for the Work to be completed, with no additional cost or increase in time to the City;

3.10.5.4 confirms that DIR cost data is complete and includes all related costs under the Contract;

3.10.5.5 waives Claim for additional costs or time extensions that may subsequently become apparent; and

3.10.5.6 shall provide review or redesign services by a design consultant with appropriate professional license and shall obtain re-approval and permits from authorities.

3.10.6 City Engineer will not consider and will not approve substitutions when:

3.10.6.1 they are indicated or implied on Shop Drawing or Product Data submittals without separate written request; or

3.10.6.2 acceptance will require revision to the Contract.

3.10.7 City Engineer may reject requests for substitution, and his decision will be final and binding on the Parties.

3.11 CASH ALLOWANCES

3.11.1 Contract Price includes Cash Allowances as identified in the Contract.

3.11.2 The City will pay the actual costs of Cash Allowance item exclusive of profit, overhead or administrative costs. If actual costs exceed the Cash Allowance, City Engineer must approve a Change Order for the additional costs.

3.12 WARRANTY

3.12.1 Contractor warrants to the City that Products furnished under the Contract are:

3.12.1.1 free of defects in title;

3.12.1.2 of good quality; and

3.12.1.3 new, unless otherwise required or permitted by the Contract.

If required by the City Engineer, Contractor shall furnish satisfactory evidence as to kind, quality and title of Products, and that Products conform to requirements of the Contract.

3.12.2 In the event of a defect in a Product, either during construction or warranty period, Contractor shall take appropriate action with manufacturer of Product to assure correction or replacement of defective Product with minimum delay.

3.12.3 Contractor warrants that the Work is free of defects not inherent in the quality required or permitted, and that the Work does conform with the requirements of the Contract. Contractor further warrants that the Work has been performed in a thorough and workmanlike manner.

3.12.4 Contractor warrants that the Work is free of concentrations on polychlorinated biphenyl (PCB) and other substances defined as hazardous by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other applicable law or regulation.

3.12.5 Work not conforming to requirements of Section 3.12, including substitutions not properly approved and authorized, may be considered nonconforming work.

3.12.6 Contractor's warranty excludes remedy for damage or defect caused by:

3.12.6.1 improper or insufficient maintenance by the City;

3.12.6.2 normal wear and tear under normal usage; or

3.12.6.3 claim that hazardous material was incorporated into the Work, if that material was specified in the Contract.

3.12.7 Contractor warrants that title to all work covered by Contractor's request for payment passes to the City upon incorporation into the Work or upon Contractor's receipt of payment, whichever occurs first. Title to software will not pass to City under any circumstances. The Contractor further warrants that the title is free of all liens, claims, security interests or other interests ("Encumbrances"). If not, upon written demand from City Engineer, Contractor shall immediately take legal action necessary to remove Encumbrances.

3.13 TAXES

3.13.1 Contractor shall pay all sales, consumer, use, and similar taxes, which are in effect or scheduled to go into effect on or before bids are received, related to work provided by Contractor.

3.13.2 Contractor shall obtain, and require Subcontractors and Suppliers to obtain, necessary permits from the state and local taxing authorities to perform contractual obligations under the Contract, including sales tax permits.

3.13.3 The City is exempt from the Federal Transportation and Excise Tax. Contractor shall comply with federal regulations governing the exemptions.

3.13.4 Products incorporated into the Work are exempt from state sales tax according to provisions of the TEX. TAX CODE ANN. CH. 151, Subsection H.

3.14 PERMITS, FEES, AND NOTICES

3.14.1 Unless otherwise provided in the Contract, Contractor shall secure and pay for all construction permits, licenses, and inspections:

- 3.14.1.1 necessary for proper execution and completion of the Work; and
- 3.14.1.2 legally required at time bids are received.

3.15 CONSTRUCTION SCHEDULES

3.15.1 On receipt of Notice to Proceed, Contractor shall promptly prepare and submit construction schedule for the Work for City Engineer's review. The schedule must reflect the minimum time required to complete the Work not to exceed Contract Time.

3.15.2 Contractor shall give 24-hour written notice to City Engineer before commencing work or resuming work where work has been stopped. Contractor shall also give the same notice to inspectors.

3.15.3 Contractor shall incorporate milestones specified in Summary of Work Specification into the construction schedule. Contractor's failure to meet a milestone, as determined by City Engineer, may be considered a material breach of the Contract. Title to Contractor software will not pass to Owner under any circumstances.

3.15.4 Each month, Contractor shall submit to City Engineer a copy of an updated construction schedule indicating actual progress, incorporating applicable changes, and indicating courses of action required to assure completion of the Work within Contract Time.

3.15.5 Contractor shall keep a current schedule of submittals that coordinates with the construction schedule, and shall submit the initial schedule of submittals to City Engineer for approval.

3.16 DOCUMENTS AND SAMPLES AT THE SITE

3.16.1 Contractor shall maintain at the site, and make available to City Engineer, one record copy of Drawings, Specifications, and Modifications. Contractor shall maintain the documents in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the site, approved Shop Drawings, Product Data, Samples, and similar submittals, which will be delivered to City Engineer prior to final inspection as required in Paragraph 9.11.4.

3.16.2 Contractor shall maintain all books, documents, papers, accounting records, and other relevant documentation pursuant to the Work and shall make books, documents, and papers, available to representatives of the City for review and audits during the Contract term and for the greater of three years following Date of Substantial Completion or until all litigation or audits are fully resolved. Contractor will not be required to create new records not ordinarily kept in the normal course of its business operations, nor will Contractor be required to disclose any information it considers to be confidential or proprietary.

3.16.3 Contractor shall provide to City Attorney all documents and records that City Attorney deems necessary to assist in determining Contractor's compliance with the Contract, with the exception of those documents made confidential by federal or state law or regulation. Contractor will not be required to create new records not ordinarily kept in the normal course of its business operations, nor will Contractor be required to disclose any information it considers to be confidential or proprietary.

3.17 MANUFACTURER'S SPECIFICATIONS

3.17.1 Contractor shall handle, store, and Install Products and perform all work in the manner required by Product manufacturer. Should the Contract and manufacturer's instructions conflict, Contractor shall report conflict to City Engineer for resolution prior to proceeding with the affected work.

3.17.2 References in the Contract to the manufacturer's specifications, directions, or recommendations, mean manufacturer's current published documents in effect as of date of receipt of bids, or in the case of a Modification, as of date of Modification.

3.18 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.18.1 Shop Drawings, Product Data, and Samples are not part of the Contract. The purpose of Contractor submittals is to demonstrate, for those portions of the Work for which submittals are required, the way Contractor proposes to conform to information given and design concept expressed in the Contract.

3.18.2 Contractor shall submit to Project Manager for review the Shop Drawings, Product Data, and Samples, which are required by the Contract. Review by Project Manager is subject to limitations of Paragraph 4.1.4. Contractor shall transmit the submittals to the Project Manager with reasonable promptness and in a sequence, so as to cause no delay in the Work or in activities of the City or of separate contractors. Contractor shall transmit submittals in time to allow a minimum of 30 days for Project Manager's review prior to date Contractor needs reviewed submittals returned. This time may be shortened for a particular job requirement if approved by Project Manager in advance of submittal.

3.18.3 Contractor shall certify that the content of submittals conforms to the Contract without exception by affixing Contractor's approval stamp and signature. By certifying and submitting Shop Drawings, Product Data, and Samples, Contractor represents, and Contractor's stamp of approval shall state, that Contractor has determined and verified materials, quantities, field measurements, and field construction criteria related to the submittal, and has checked and coordinated information contained within the submittals with requirements of the Contract.

3.18.4 Contractor may not perform any work requiring submittal and review of Shop Drawings, Product Data, or Samples until the submittal has been returned with appropriate review decision by the Project Manager. Contractor shall perform work in accordance with the review.

3.18.5 If Contractor performs any work requiring submittals prior to review and acceptance of the submittals by Project Manager, such work is at Contractor's risk and the City is not obligated to accept work if the submittals are later found to be unacceptable.

3.18.6 If, in the opinion of Project Manager, the submittals are incomplete, or demonstrate an inadequate understanding of the Work or lack of review by the Contractor, then submittals may be returned to the Contractor for correction and resubmittal.

3.18.7 Contractor shall direct specific attention in writing and on the resubmitted Shop Drawings, Product Data, or Samples to any additional proposed revisions, other than those revisions requested by Project Manager on previous submittals.

3.18.8 Contractor is not relieved of responsibility for deviations from requirements of the Contract by Project Manager's review of Shop Drawings, Product Data, or Samples unless Contractor has specifically informed Project Manager in writing of the deviation at the time of the submittal, and Project Manager has given written approval of the deviation.

3.18.9 When professional certification of performance criteria of Products is required by the Contract, the City may rely upon accuracy and completeness of the calculations and certifications.

3.18.10 For Product colors or textures to be selected by the City, Contractor shall submit all samples together to allow preparation of a complete selection schedule.

3.18.11 Contractor shall submit informational submittals, on which Project Manager is not expected to take responsive action, as required by the Contract.

3.18.12 Submittals made by Contractor which are not required by the Contract may be returned to Contractor without action.

3.19 CULTURAL RESOURCES AND ENDANGERED SPECIES

3.19.1 Contractor may not remove or disturb, or cause to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. If Contractor discovers one of these items, Contractor shall immediately notify City Engineer and further comply with the requirements of 13 Tex. Admin. Code Chs. 25 and 26 (2002), or successor regulation. Contractor shall protect site and cultural resources from further disturbance until professional examination can be made or until clearance to proceed is authorized in writing by City Engineer.

3.19.2 Should either threatened or endangered plant or animal species be encountered, Contractor shall cease work immediately in the area of encounter and notify City Engineer.

3.20 CUTTING AND PATCHING

3.20.1 Contractor is responsible for necessary cutting, fitting, and patching to accomplish the Work and shall suitably support, anchor, attach, match, and

trim or seal materials to work of other contractors. Contractor shall coordinate the Work with work of other contractors to minimize conflicts, as provided in Article 6.

3.20.2 Contractor may not endanger work by cutting, digging, or other action, and may not cut or alter work of other contractors except by written consent of City Engineer and affected contractor.

3.21 CLEANING

3.21.1 Contractor shall perform daily cleanup of all dirt, debris, scrap materials and other disposable items resulting from Contractor's operations, whether on-site or off-site. Unless otherwise authorized in writing by City Engineer, Contractor shall keep all streets, access streets, driveways, areas of public access, walkways, and other designated areas clean and open at all times.

3.21.2 Failure of Contractor to maintain a clean site, including access streets, is the basis for City Engineer to issue a Notice of Noncompliance. Should compliance not be attained within the time period in the Notice of Noncompliance, City Engineer may authorize necessary cleanup to be performed by others and the cost of the cleanup will be deducted from monies due Contractor.

Contractor shall legally dispose off-site, all waste materials and other excess materials resulting from Contractor's operations.

3.22 SANITATION

3.22.1 Contractor shall provide and maintain sanitary facilities at site for use of all construction forces under the Contract. Newly-constructed or existing sanitary facilities may not be used by Contractor.

3.23 ACCESS TO WORK AND TO INFORMATION

3.23.1 Contractor shall provide the City, Design Consultant, testing laboratories, and governmental agencies which have jurisdictional interests, access to the Work in preparation and in progress wherever located. Contractor shall provide proper and safe conditions for the access.

3.23.2 If required by City Engineer, Contractor shall furnish information concerning character of Products and progress and manner of the Work as it pertains to this cooperative contract, such as number of employees and time employees worked on various classes of the Work.

3.24 TRADE SECRETS

3.24.1 Contractor will not make any claim of ownership of trade secrets as to products used in the Work, or preparation of any mixture for the Work. City Engineer will at all times have the right to demand and Contractor shall furnish information concerning materials or samples of ingredients of any materials used, or proposed to be used, in preparation of concrete placed or other work to be done. Mixtures, once agreed on, shall not be changed in any manner without knowledge and consent of City Engineer. The City will make its best efforts to protect confidentiality of proprietary information.

3.25 *INDEMNIFICATION. This section applies to the extent it does not conflict with the DIR terms.*

3.25.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.25.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS .1 through .3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.25.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT;

3.25.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.25.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF CONTRACTOR FOR THE CITY'S CONCURRENT NEGLIGENCE SHALL NOT EXCEED \$1,000,000.

3.26 *RELEASE AND INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT. This section applies to the extent it does not conflict with or supplement or add to the DIR terms.*

3.26.1 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THE CONTRACT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.26.2 CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT WITHOUT THE CITY ENGINEER'S PRIOR WRITTEN CONSENT.

3.26.3 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER:

3.26.3.1 OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT, OR

3.26.3.2 IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS.

IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR PRODUCT, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.27 *INDEMNIFICATION PROCEDURES*
This section applies to the extent it does not conflict with or supplement or add to the DIR terms.

3.27.1 *Notice of Indemnification Claims:* If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within 10 days. The notice must include the following:

- 3.27.1.1 a description of the indemnification event in reasonable detail,
- 3.27.1.2 the basis on which indemnification may be due, and
- 3.27.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.27.2 *Defense of Indemnification Claims:*

3.27.2.1 *Assumption of Defense:*

Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnified loss.

3.27.2.2 *Continued Participation:* If

Contractor elects to defend the claim, the City may retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it:

3.27.2.2.1 would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City;

3.27.2.2.2 would require the City to pay amounts that Contractor does not fund in full; or

3.27.2.2.3 would not result in the City's full and complete release from all

liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.28 **CONTRACTOR DEBT**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THE CONTRACT.

3.29 **PRESERVATION OF CONTRACTING INFORMATION**

3.29.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this

Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

3.29.2 If Contractor fails to comply with any one or more of the requirements of this Section, *PRESERVATION OF CONTRACTING INFORMATION*, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 **CONTRACT ADMINISTRATION**

4.1.1 City Engineer will provide administration of the Contract and City Engineer is authorized to issue Change Orders

4.1.2 City Engineer may act through Project Manager, Design Consultant, or Inspector. When the term "City Engineer" is used in the Contract, action by City Engineer is required unless City Engineer delegates his authority in writing. The City Engineer may not delegate authority to render decisions under Section 4.4.

The City does not have control over or charge of, and is not responsible for, supervision, construction, and safety procedures enumerated in Section 3.3. The City does not have control over or charge of and is not responsible for acts or omissions of Contractor, Subcontractors, or Suppliers.

4.1.3 The City and Design Consultant may attend project meetings and visit the site to observe progress and quality of the Work. The City and Design Consultant are not required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

4.1.4 Project Manager will review and approve or take other appropriate action on Contractor's submittals, but only for limited purpose of checking for conformance with information given and design concept expressed in the Contract.

4.1.5 Project Manager's review of the submittals is not conducted for purpose of determining accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of Products, all of which remain the responsibility of Contractor.

4.1.6 Project Manager's review of submittals does not relieve Contractor of its obligations under Sections 3.3, 3.12, and 3.18. Review does not constitute approval of safety precautions or, unless otherwise specifically stated by Project Manager in writing, of construction means, methods, techniques, sequences, or procedures. Project Manager's review of a specific item does not indicate approval of an assembly of which the item is a component.

4.1.7 RESERVED

4.1.8 Project Manager will receive and forward to City Engineer for his review and records, written warranties and related documents required by the Contract and assembled by Contractor.

4.1.9 Upon written request by Contractor or Project Manager, City Engineer will resolve matters of interpretation of or performance of the Contract, which are not Claims. City Engineer's decisions are final and binding on the Parties.

4.1.10 City Engineer may reject work which does not conform to the Contract.

4.1.11 When City Engineer considers it necessary to implement the intent of the Contract, City Engineer may require additional inspection or testing of work in accordance with Paragraphs 13.6.3 and 13.6.4, whether such work is fabricated, installed, or completed.

4.2 COMMUNICATIONS IN ADMINISTRATION OF THE CONTRACT

4.2.1 Except as otherwise provided in the Contract or when authorized by City Engineer in writing, Contractor shall communicate with Project Manager. Contractor shall communicate with Design Consultant, Design Consultant's subconsultants, and separate contractors through Project Manager. The City will communicate with Subcontractors and Suppliers through Contractor.

4.3 CLAIMS AND DISPUTES

4.3.1 *Documentation by Project Manager:* Contractor shall submit Claims, including those alleging an error or

omission by Project Manager or Design Consultant, to Project Manager for documentation and recommendation to City Engineer.

4.3.2 *Decision of City Engineer:* Upon submission of Claim by Project Manager or Contractor, City Engineer will resolve Claims in accordance with Section 4.4.

4.3.3 *Time Limits on Claims:* Claims by Contractor must be made within 90 days after occurrence of event giving rise to the Claim.

4.3.4 *Continuing the Contract Performance:* Pending final resolution of a Claim including referral to non-binding mediation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of the Contract and the City will continue to make payments in accordance with the Contract.

4.3.4.1 Pending final resolution of a Claim including referral to non-binding mediation, Contractor is responsible for safety and protection of physical properties and conditions at site.

4.3.5 *Claims for Concealed or Unknown Conditions:* Concealed or unknown physical conditions include utility lines, other man-made structures, storage facilities, Pollutants and Pollutant Facilities, and the like, but do not include conditions arising from Contractor operations, or failure of Contractor to properly protect and safeguard subsurface facilities. Concealed conditions also include naturally-occurring soil conditions outside the range of soil conditions identified through geotechnical investigations, but do not include conditions arising from groundwater, rain, or flood.

4.3.5.1 If conditions are encountered at the site which are Underground Facilities or otherwise concealed or unknown conditions which differ materially from:
4.3.5.1.1 those indicated by the Contract; or
4.3.5.1.2 conditions which Contractor could have discovered through site inspection, geotechnical testing, or otherwise;

then Contractor will give written notice to City Engineer no later than five days after Contractor's first observation of the condition and before condition is disturbed. Contractor's failure to provide notice constitutes a waiver of a Claim.

4.3.5.2 City Engineer will promptly investigate concealed or unknown conditions. If City Engineer determines that conditions at the site are not materially different and that no change in Contract Price or Contract Time is justified, City Engineer will notify Contractor in writing, stating reasons. If City Engineer determines the conditions differ materially and cause increase or decrease in Contractor's cost or time required for performance of part of the Work, City Engineer will recommend an adjustment in Contract Price or Contract Time, or both, as provided in Article 7. Opposition by a Party to the City Engineer's determination must be made within 21 days after City Engineer has given notice of the decision. If the Parties cannot agree on adjustment to Contract Price or Contract Time, adjustment is subject to further proceedings pursuant to Section 4.4.

4.3.6 *Claims for Additional Cost:* If Contractor wishes to make a Claim for increase in Contract Price, Contractor shall give written notice before proceeding with work for which Contractor intends to submit a Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

4.3.6.1 Contractor may file a Claim in accordance with Section 4.4 if Contractor believes it has incurred additional costs, for the following reasons:

- 4.3.6.1.1 written interpretation of City Engineer;
- 4.3.6.1.2 order by City Engineer to stop the Work when Contractor is not at fault;
- 4.3.6.1.3 suspension of the Work by City Engineer;
- 4.3.6.1.4 termination of the Contract by City Engineer; or
- 4.3.6.1.5 The City's non-compliance with another provision of the Contract.

4.3.6.2 No increase in Contract Price is allowed for delays or hindrances to the Work, except for direct and unavoidable extra costs to Contractor caused by failure of the City to provide information or services, or to make land or materials available, when required

of the City under the Contract. Any increase claimed is subject to the provisions of Section 4.4 and Article 7.

4.3.6.3 The City is not liable for Claims for delay when Date of Substantial Completion occurs prior to expiration of Contract Time.

4.3.7 *Claims for Additional Time:* If Contractor wishes to make a Claim for an increase in Contract Time, Contractor shall give written notice as provided in Section 8.2. In case of continuing delay, only one Claim is necessary.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 City Engineer will review Claims and take one or more of the following preliminary actions within 30 days of receipt of Claim:

- 4.4.1.1 submit a suggested time to meet and discuss the Claim with City Engineer;
- 4.4.1.2 reject Claim, in whole or in part, stating reasons for rejection;
- 4.4.1.3 recommend approval of the Claim by the other Party;
- 4.4.1.4 suggest a compromise; or
- 4.4.1.5 take other actions as City Engineer deems appropriate to resolve the Claim.

4.4.2 City Engineer may request additional supporting data from claimant. Party making Claim shall, within 10 days after receipt of City Engineer's request, submit additional supporting data requested by City Engineer.

4.4.3 At any time prior to rendering a written decision regarding a Claim, City Engineer may refer Claim to non-binding mediation. If Claim is resolved, City Engineer will prepare and obtain all appropriate documentation. If Claim is not resolved, City Engineer will take receipt of Claim and begin a new review under Section 4.4.

4.4.4 If Claim is not referred to or settled in non-binding mediation, City Engineer may conduct a hearing and will render a written decision, including findings of fact, within 75 days of receipt of Claim, or a time mutually agreed upon by the Parties in writing. City Engineer may notify Surety and request Surety's assistance in resolving Claim. City Engineer's decision is final and binding on the Parties.

4.5 CONDITION PRECEDENT TO SUIT; WAIVER OF ATTORNEY FEES AND INTEREST.

4.5.1 A final decision by the City Engineer is a condition precedent to file suit in any jurisdiction for a claim made in connection with this Contract.

4.5.2 Neither the City nor Contractor may recover attorney fees for any claim brought in connection with this Contract.

4.5.3 Neither the City nor the Contractor may recover interest for any damages claim brought in connection with this Contract except as allowed by TEXAS LOCAL GOVERNMENT CODE Chapter 2251.

4.6 *INTERIM PAYMENT WAIVER & RELEASE*

4.6.1 In accordance with section 4.3, the Contractor shall use due diligence in the discovery and submission of any Claim against the City related to the Contractor's work.

4.6.2 The Contractor shall submit any Claim to the City not later than the 90th day after the occurrence of the event giving rise to the Claim.

4.6.3 Any failure to timely comply with the requirements of section 4.6.2 waives and releases any Claim when the Contractor submits an application for payment after the 90th day.

4.6.4 This waiver does not cover any retainage. In case of any conflict of law, this language shall be revised to the minimum extent necessary to avoid legal conflict. This waiver is made specifically for the benefit of the City.

ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS

5.1 *AWARD OF SUBCONTRACTS OTHER CONTRACTS FOR PORTIONS OF THE WORK*

5.1.1 Contractor may not contract with a Subcontractor, Supplier, person, or entity that City Engineer has made a reasonable and timely objection to.

5.1.2 RESERVE.

5.1.3 Contractor shall execute contracts with approved Subcontractors, Suppliers, persons, or entities before the Subcontractors or Suppliers begin work under the Contract. All such contracts must be executed and sent to the OBO Director and Contracting Department within 30 days after the date

of the Notice to Proceed and must include provisions set forth in Articles 3 and 5 of this Document.

5.1.4 Contractor shall notify City Engineer in writing of any proposed change of Subcontractor, Supplier, person, or entity previously accepted by the City.

5.1.5 Contractor shall make timely payments to Subcontractors and Suppliers for performance of the Contract. Contractor shall protect, defend, and indemnify the City from any claim or liability arising out of Contractor's failure to make the payments. Disputes relating to payment of Business Enterprise Subcontractors or Suppliers will be submitted to arbitration in same manner as other disputes under Business Enterprise subcontracts. Failure of Contractor to comply with decisions of arbitrator may be determined by City Engineer a material breach leading to termination of the Contract.

5.2 *CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS*

5.2.1 Contractor is responsible to the City, as may be required by laws and regulations, for all acts and omissions of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under direct or indirect contract with Contractor.

5.2.2 Contractor shall make available to each proposed Subcontractor, prior to execution of subcontract, copies of the Contract to which Subcontractor is bound by this Section 5.2. Contractor shall notify Subcontractor of any terms of proposed subcontract which may be at variance with the Contract.

5.2.3 The City's approval of Subcontractor or Suppliers does not relieve Contractor of its obligation to perform, or to have performed to the full satisfaction of the City, the Work required by the Contract.

5.2.4 Unless there is a contractual relationship between Contractor and a Subcontractor or Supplier to the contrary, Contractor shall withhold no more retainage from Subcontractors or Suppliers than City withholds from Contractor under this Agreement. However, once a Subcontractor or Supplier completes performance, Contractor shall release all retainage to that Subcontractor or Supplier regardless if City continues to retain under this Agreement.

5.2.5 Prior to a Subcontractor or Supplier commencing performance for Contractor, Contractor shall meet with that Subcontractor or Supplier to provide instructions on invoicing procedures, dispute resolution procedures, and statutory rights, such as claim filing procedures under the McGregor Act. Subcontractors and Suppliers must certify to the City Engineer that Contractor has fulfilled the requirements of this Section.

ARTICLE 6 - CONSTRUCTION BY THE CITY OR BY SEPARATE CONTRACTORS

6.1 *THE CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS*

6.1.1 The City may perform on-site construction operations related to the Work and as part of the Project with the City's workforce or with separate contractors.

6.2 *COORDINATION*

6.2.1 The City will coordinate activities of the City's workforce and of each separate contractor with work of Contractor, and Contractor shall cooperate with the City and separate contractors.

6.2.1.1 Contractor shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so by the Project Manager. Contractor shall make revisions to construction schedule and Contract Price deemed necessary after joint review and mutual agreement. Construction schedules shall then constitute schedules to be used by Contractor, separate contractors, and the City, until subsequently revised.

6.2.2 Contractor shall afford to the City and to separate contractors reasonable opportunity for introduction and storage of their materials and equipment, and for performance of their activities.

6.2.3 If part of Contractor's work depends on proper execution of construction or operations by the City or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, inspect the other work and promptly report to City Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the Work. Failure of Contractor to report apparent discrepancies or defects in the

other construction shall constitute acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive Contractor's work, except as to discrepancies or defects not then reasonably discoverable.

6.3 *MUTUAL RESPONSIBILITY*

6.3.1 The responsible party bears the costs caused by delays, by improperly timed activities, or by nonconforming construction.

6.3.2 Contractor shall promptly remedy damage caused by Contractor to completed or partially completed construction or to property of the City or separate contractor.

6.3.3 Claims or disputes between Contractor and other City contractors, or subcontractors of other City contractors, working on the Project must be submitted to binding arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association upon demand by any party to the dispute or by the City.

6.4 *THE CITY'S RIGHT TO CLEAN UP*

6.4.1 If dispute arises among Contractor, separate contractors, and the City as to responsibility under their respective contracts for maintaining premises and surrounding area free from waste materials and rubbish as described in Section 3.21, the City may clean up and allocate cost among those responsible, as determined by City Engineer.

ARTICLE 7 - CHANGES IN THE WORK

7.1 *CHANGES*

7.1.1 Changes in scope of the Work, subject to limitations in Article 7 and elsewhere in the Contract, may be accomplished without invalidating the Contract, or without notifying Surety by:

7.1.1.1 Change Order;

7.1.2 The following types of Change Orders require City Council approval:

7.1.2.1 a single Change Order that exceeds five percent of Original Contract Price,

7.1.2.2 a Change Order which, when added to previous Change Orders, exceeds five percent of Original Contract Price,

7.1.2.3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the general scope of work approved by City Council in previous Change Orders, exceeds 40

percent of the Original Contract Price, even if the net increase to the Original Contract Price is five percent or less.

In this context, "increase" means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

Nothing in this Section is intended to permit an increase of the Contract Price in excess of the limit set out in TEX. LOC. GOV'T CODE ANN. §252.048 or its successor statute.

7.1.3 Contractor shall proceed promptly to execute changes in the Work provided in Modifications, unless otherwise stated in the Modification.

7.2 *RESERVE.*

7.3 *ADJUSTMENTS IN CONTRACT PRICE*

7.3.1 Adjustments in Contract Price are accomplished by Change Order and are based on one of the following methods:

- 7.3.1.1 mutual acceptance of fixed price, properly itemized and supported by sufficient data to permit evaluation;
- 7.3.1.2 unit prices stated in the Contract or subsequently agreed upon;
- 7.3.1.3 cost to be determined in a manner agreed upon by the Parties and mutually acceptable fixed or percentage fee; or
- 7.3.1.4 as provided in Paragraph 7.3.2.

7.3.2 If Contractor does not agree with a change in Contract Price or Contract Time or the method for adjusting them specified within 21 days from date of the Directive's issuance, method and adjustment are determined by City Engineer. If Project Manager or Contractor disagree with City Engineer's determination they then may file a Claim in accordance with Section 4.4.

7.3.2.1 If City Engineer determines a method and adjustment in Contract Price under Paragraph 7.3.2, Contractor shall provide, in a form as City Engineer may prescribe, appropriate supporting data for items submitted under Paragraph 7.3.2. Failure to submit the data within 21 days of request for the data by City Engineer shall constitute waiver of a Claim. Under no circumstances will Contractor be required to provide its internal cost-pricing data.

7.3.2.2 Unless otherwise provided in the Contract, costs for the purposes of this Paragraph 7.3.2 are limited to the following:

7.3.2.2.1 *RESERVE*

7.3.2.2.2 costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

7.3.2.2.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, with prior approval of City Engineer;

7.3.2.2.4 costs of premiums for Bonds and insurance and permit fees related to the change in the Work;

7.3.2.2.5 additional costs of direct supervision of work and field office personnel directly attributable to the change; and

7.3.2.2.6 *RESERVE.*

7.3.3 If the City deletes or makes a change, which results in a net decrease in Contract Price, the City is entitled to a credit calculated in accordance with Paragraphs 7.3.1 and 7.3.2 and Subparagraphs 7.3.2.1, and 7.3.2.2.1 through 7.3.2.2.5. When both additions and credits covering related work or substitutions are involved in a change, allowance for overhead and profit is figured on the basis of a net increase, if any, with respect to that change in accordance with Subparagraph 7.3.2.2.6.

7.3.4 When Contractor agrees with the determination made by City Engineer concerning adjustments in Contract Price and Contract Time, or the Parties otherwise reach agreement upon the adjustments, the agreement will be immediately recorded by Change Order.

7.4 *RESERVE.*

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION*

8.1.1 Time is of the essence in the Contract. By executing the Contract, Contractor agrees that Contract Time is a reasonable period for performing the Work.

8.1.2 *Computation of Time:* In computing any period of time prescribed or allowed by the General Conditions, the day of the act, event, or default after which designated period of time begins to run is not to be included. Last day of the period so computed is to be included, unless it is a Sunday or Legal Holiday, in which event the period runs until end of next day which is not a Sunday or Legal Holiday. Sundays and Legal Holidays are considered to be days and are to be included in all other time computations relative to Contract Time.

8.1.3 Contractor may not commence the Work prior to the effective date of insurance and Bonds required by Article 11.

8.1.4 Contractor shall proceed expeditiously and without interruption, with adequate forces, and shall achieve Date of Substantial Completion within Contract Time.

8.1.5 Should progress of the Work fall behind construction schedule, except for reasons stated in Paragraph 8.2.1, Contractor shall promptly submit at the request of Project Manager, updated construction schedule to City Engineer for approval. Contractor's failure to submit updated schedule may, at City Engineer's discretion, constitute a material breach of the Contract. Contractor shall take action necessary to restore progress by working the hours, including night shifts and lawful overtime operations as necessary, to achieve Date of Substantial Completion within Contract Time.

8.1.6 Except in connection with safety or protection of persons or the Work or property at the site or adjacent to the site, and except as otherwise indicated in the Contract, all the Work at the site will be performed Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. Contractor may not perform work between 7:00 p.m. and 7:00 a.m., on a Sunday, or on a Legal Holiday, without giving City Engineer 24-hour prior written notice and receiving written consent of City Engineer.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Contractor may request extension of Contract Time for a delay in performance of work that arises from causes beyond control and without fault or negligence of Contractor. Examples of these causes are:

- 8.2.1.1 acts of God or of the public enemy;
- 8.2.1.2 acts of government in its sovereign capacity;
- 8.2.1.3 fires;
- 8.2.1.4 floods;
- 8.2.1.5 epidemics;
- 8.2.1.6 quarantine restrictions;
- 8.2.1.7 strikes;
- 8.2.1.8 freight embargoes;
- 8.2.1.9 unusually severe weather; and
- 8.2.1.10 discovery of Pollutants or Pollutant Facilities at the site.

8.2.2 For any reason other than those listed in Section 4.3.6.2, if the Contractor's work is delayed in any manner or respect, the Contractor shall have no claim for damages and shall have no right of additional compensation from the City by reason of any delay or increased expense to the Contractor's

work, except for an extension of time as provided in this provision.

8.2.3 Contractor may request an extension of Contract Time for delay only if:

8.2.3.1 delay is caused by failure of Subcontractor or Supplier to perform or make progress; and

8.2.3.2 cause of failure is beyond control of both Contractor and Subcontractor or Supplier.

8.2.4 Claims relating to Contract Time must be made in accordance with Paragraph 4.3.7.

8.2.5 Claims for extending or shortening Contract Time are based on written notice promptly delivered by the Party making Claim to other Party. Claim must accurately describe occurrence generating Claim, and a statement of probable effect on progress of the Work.

8.2.6 Claims for extension of Contract Time are considered only when a Claim is filed within the time limits stated in Paragraph 4.3.3.

8.2.6.1 Notwithstanding paragraph 4.3.3, an extension of time for delays under this paragraph may be granted only upon written application by the Contractor within 48 hours from the claimed delay.

8.2.7 Written notice of Claim must be accompanied by claimant's written statement that adjustment claimed is entire adjustment to which claimant is entitled as a result of the occurrence of the event. When the Parties cannot agree, Claims for adjustment in Contract Time are determined by City Engineer in accordance with Section 4.4.

8.2.8 Adjustments to Contract Time are accomplished by Change Order.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1-9.11 RESERVE

9.12 LIQUIDATED DAMAGES

9.12.1 RESERVE

9.12.2 Contractor shall pay the City an amount equal to \$1,200.00 per diesel operating vehicle or piece of motorized equipment per incident of high sulfur diesel fuel usage.

ARTICLE 10 - SAFETY PRECAUTIONS

10.1 SAFETY PROGRAMS

10.1.1 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Contract. Contractor shall submit a safety program to City Engineer prior to mobilizing for the Work, and is solely responsible for safety, efficiency, and adequacy of ways, means, and methods, and for damage which might result from failure or improper construction, maintenance, or operation performed by Contractor.

10.2 POLLUTANTS AND POLLUTANT FACILITIES

10.2.1 If Contractor encounters material on-site which it reasonably believes to be a Pollutant or facilities which it reasonably believes to be a Pollutant Facility, Contractor shall immediately stop work in affected area and immediately notify City Engineer, confirming the notice thereafter in writing.

10.2.2 If City Engineer determines that the material is a Pollutant or facility is a Pollutant Facility, work in affected area may not be resumed except by Modification, and only if the work would not violate applicable laws or regulations.

10.2.3 If City Engineer determines that the material is not a Pollutant or a facility is not a Pollutant Facility, work in affected area will be resumed upon issuance of a Modification.

10.2.4 Contractor is not required to perform, unless authorized by Change Order, work relating to Pollutants or Pollutant Facilities except for that work relating to Pollutants or Pollutant Facilities specified in the Contract.

10.3 SAFETY OF THE ENVIRONMENT, PERSONS, AND PROPERTY

10.3.1 Contractor shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury, or loss from all causes, to:

10.3.1.1 employees performing work on-site, and other persons who may be affected thereby;

10.3.1.2 work, including Products to be incorporated into the Work, whether in proper storage, under control of Contractor or Subcontractor; and

10.3.1.3 other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal or replacement in course of construction.

10.3.2 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons, property, or environment.

10.3.2.1 Contractor shall comply with requirements of Underground Facility Damage Prevention and Safety Act TEX. UTIL. CODE ANN. Ch. 251 (Vernon Supp. 2002).

10.3.2.2 Contractor shall comply with all safety rules and regulations of the Federal Occupational Health and Safety Act of 1970 and subsequent amendments (OSHA).

10.3.3 Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards, demarcating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.3.4 Contractor shall designate responsible member of Contractor's organization at site whose duty is prevention of accidents. This person will be Contractor's Superintendent unless otherwise designated by Contractor in writing to City Engineer.

10.3.5 Contractor shall prevent windblown dust and may not burn or bury trash debris or waste products on-site. Contractor shall prevent environmental pollution, including but not limited to particulates, gases and noise, as a result of the Work.

10.3.6 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on the activities under supervision of properly qualified personnel.

10.3.7 Contractor shall promptly remedy damage and loss to property referred to in Subparagraphs 10.3.1.2 and 10.3.1.3, caused in whole or in part by Contractor, or Subcontractors, which is not covered by insurance required by the Contract. Contractor is not required to remedy damage or loss attributable to the City, Design Consultant, or other contractors.

10.4 EMERGENCIES

10.4.1 In emergencies affecting safety of persons or property, Contractor shall act at Contractor's discretion to prevent imminent damage, injury, or loss. Additional compensation or extension of time claimed by Contractor because of emergencies are determined as provided in Article 7.

Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

11.2.8 *Subrogation:* Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees. Each policy, except professional liability, must contain an endorsement waiving such claim.

11.2.9 *Endorsement of Primary Insurance:* Each policy, except Workers' Compensation and Professional Liability policies, must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising hereunder.

11.2.10 *Liability for Premium:* Contractor is solely responsible for payment of Contractor's insurance premium requirements hereunder and the City is not obligated to pay any premiums.

11.2.11 *Additional Requirements for Workers' Compensation Insurance Coverage:* Contractor shall, in addition to meeting the obligations set forth in Table 1, maintain throughout the term of the Contract Workers' Compensation coverage as required by statute, and Contractor shall specifically comply with requirements set forth in Paragraph 11.2.10. The definitions set out below shall apply only for purposes of this Paragraph 11.2.12.

11.2.12 Definitions:

11.2.12.1 *Certificate of Coverage:* A copy of certificate of insurance, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation insurance coverage for Contractor's, employees providing services for the duration of the Contract. Subcontractors and Suppliers will also have adequate coverage.

11.2.12.2 *Duration of the Work:* Includes the time from Date of Commencement of the Work until Contractor's work under the Contract has been completed and accepted by City Council.

11.2.12.3 *Persons providing services for the Work (Subcontractor in Texas Labor Code § 406.096):* includes all persons or entities performing all or part of services Contractor has undertaken to perform on the Work, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor

carriers, owner-operators, employees of the entity, or employees of entity which furnishes persons to provide services on the Work. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. Services do not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2.13 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meets the statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for employees of Contractor providing services on the Work, for duration of the Work.

11.2.14 Contractor shall provide a Certificate of Coverage to the City prior to being awarded the Contract.

11.2.15 If coverage period shown on Contractor's original Certificate of Coverage ends during duration of the Work, Contractor shall file new Certificate of Coverage with the City showing that coverage has been extended.

11.2.16 Contractor shall obtain from each person providing services on the Work, and provide to City Engineer:

11.2.16.1 Certificate of Coverage, prior to that person beginning work on the Work, so the City will have on file Certificates of Coverage showing coverage for all persons providing services on the Work; and

11.2.16.2 no later than seven days after receipt by Contractor, new Certificate of Coverage showing extension of coverage, if coverage period shown on current Certificate of Coverage ends during the duration of the Work.

11.2.17 Contractor shall retain all required Certificates of Coverage for the duration of the Work and for one year thereafter.

11.2.18 Contractor shall notify City Engineer in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on the Work.

11.2.19 Contractor shall post on-site a notice, in text, form and manner prescribed by Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required

to be covered, and stating how person may verify coverage and report lack of coverage.

11.2.20 Contractor shall contractually require each person with whom it contracts to provide services on the Work to:

11.2.20.1 provide coverage, based on proper reporting of classification codes, payroll amounts and filing of any coverage agreements, which meets statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for all its employees providing services on the Work, for the duration of the Work;

11.2.20.2 provide to Contractor, prior to that person's beginning work on the Work, a Certificate of Coverage showing that coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;

11.2.20.3 provide Contractor, prior to the end of the coverage period, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the duration of the Work;

11.2.20.4 obtain from each other person with whom it contracts, and provide to Contractor: (1) Certificate of Coverage, prior to other person's beginning work on the Work; and (2) new Certificate of Coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on the current Certificate of Coverage ends during duration of the Work.

11.2.20.5 retain all required Certificates of Coverage on file for the duration of the Work and for one year thereafter;

11.2.20.6 notify City Engineer in writing by certified mail or personal delivery within 10 days after person knew, or should have known, of change that materially

affects provision of coverage of any person providing services on the Work; and

11.2.20.7 contractually require each person with whom it contracts to perform as required by Paragraphs 11.2.10.1 through 11.2.10.7, with Certificates of Coverage to be provided to person for whom they are providing services.

11.2.21 By signing the Contract or providing or causing to be provided a Certificate of Coverage, Contractor is representing to the City that all employees of Contractor who will provide services on the Work will be covered by Workers' Compensation coverage for the duration of the Work, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier. Contractor is not allowed to self-insure Workers' Compensation. Contractor may be subject to administrative penalties, criminal penalties, civil penalties, or other civil actions for providing false or misleading information.

11.2.22 Contractor's failure to comply with Paragraph 11.2.10 is a breach of the Contract by Contractor, which entitles the City to declare the Contract void if Contractor does not remedy breach within 10 days after receipt of notice of breach from City Engineer.

11.2.23 *Subcontractor Insurance Requirements:* Contractor shall require Subcontractors and Suppliers to obtain Commercial General Liability, Workers' Compensation, Employer's Liability and Automobile Liability coverage that meets all the requirements of this paragraph and Table 1. Contractor shall require all Subcontractors with whom it contracts directly, whose subcontracts exceed \$100,000, to provide proof of Commercial General Liability and Automobile Liability insurance coverage meeting the above requirements. Contractor shall comply with all requirements set out under Paragraph 11.2.10 as to Workers' Compensation Insurance for all Subcontractors and Suppliers.

(EXHIBIT CONTINUED ON NEXT PAGE)

TABLE 1
REQUIRED COVERAGE

(Coverage)	(Limit of Liability)
.1 Workers' Compensation	<ul style="list-style-type: none"> • Statutory Limits for Workers' Compensation
.2 Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$1,000,000 (each accident) • Bodily Injury by Disease \$1,000,000 (policy limit) • Bodily Injury by Disease \$1,000,000 (each employee)
.3 Commercial General Liability: Including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of one year following completion of the Work).	<ul style="list-style-type: none"> • Combined single limit of \$2,000,000 (each occurrence), subject to general aggregate of \$3,000,000; • Products and Completed Operations \$3,000,000 aggregate. • Any combination of primary General Liability and Excess Liability May be Used to Satisfy the Limits Required.
.4 Reserved.	
.5 Installation Floater (Unless alternative coverage approved by City Attorney)	<ul style="list-style-type: none"> • Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the Work. Notwithstanding any other section, the Installation Floater will be provided prior to the issuance of any Notice to Proceed.
.6 Automobile Liability Insurance: (For automobiles furnished by Contractor in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	<ul style="list-style-type: none"> • \$2,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos • Any combination of primary Automobile Liability and Excess Liability May be Used to Satisfy the Limits Required.
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

(EXHIBIT CONTINUED ON NEXT PAGE)

11.3 *PROOF OF INSURANCE*

11.3.1 Prior to commencing services and at time during the term of the Contract, Contractor shall furnish City Engineer with Certificates of Insurance, along with Affidavit from Contractor confirming that Certificate accurately reflects insurance coverage that is available during term of the Contract. If requested in writing by City Engineer, Contractor shall furnish City Engineer with certified copies of Contractor's actual insurance policies. Failure of Contractor to provide certified copies, as requested, may be deemed, at City Engineer's or City Attorney's discretion, a material breach of the Contract.

11.3.2 Notwithstanding the proof of insurance requirements, Contractor shall continuously maintain in effect required insurance coverage set forth in Paragraph 11.2. Failure of Contractor to comply with this requirement does constitute a material breach by Contractor allowing the City, at its option, to immediately suspend or terminate work, or exercise any other remedy allowed under the Contract. Contractor agrees that the City has not waived or is not estopped to assert a material breach of the Contract because of any acts or omissions by the City regarding its review or non-review of insurance documents provided by Contractor, its agents, employees, or assigns.

11.3.3 Contractor shall provide updated certificates of insurance to the Director upon request. The Contractor shall be responsible for delivering a current certificate of insurance in the proper form to the Director as long as Contractor is required to furnish insurance coverage under Paragraph 11.2.

11.3.4 Every certificate of insurance Contractor delivers in connection with this Contract shall

11.3.4.1 be less than 12 months old;
11.3.4.2 include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and authorized signature;

11.3.4.3 include in the Certificate Holder Box the Project name and reference numbers, contractor's email address, and indicates the name and address of the Project Manager;

11.3.4.4 include the Contractor's email address in the Certificate Holder Box;

11.3.4.5 include the Project reference numbers on the City address so the Project reference number is visible in the envelope window; and

11.3.4.6 be appropriately marked to accurately identify all coverages and limits of the policy, effective and expiration dates, and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

11.4 *PERFORMANCE AND PAYMENT BONDS*

11.4.1 For Contracts over the value of \$25,000, Contractor shall provide Bonds on the City's standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in the Contract pursuant to Chapter 2253 of the Government Code. The Bonds must be for 100 percent of Original Contract Price and in accordance with conditions stated on standard City Performance and Payment Bond and Statutory Payment Bond forms. Bonds may be obtained from Contractor's usual source and cost for the Bonds are included in Contract Price.

11.5 *MAINTENANCE BONDS*

11.5.1 *One-year Maintenance Bond:* Contractor shall provide Bond on standard City One-year Maintenance Bond form, providing for Contractor's correction, replacement, or restoration of any portion of the Work which is found to be not in compliance with requirements of the Contract during one-year correction period required in Paragraph 12.2. The Maintenance Bond must be for 100 percent of the Original Contract Price.

11.6 *SURETY*

11.6.1 A Bond that is given or tendered to the City pursuant to the Contract must be executed by a surety company that is authorized and admitted to write surety Bonds in the State of Texas.

11.6.2 If a Bond is given or tendered to the City pursuant to the Contract in an amount greater than 10 percent of Surety's capital and surplus, Surety shall provide certification that Surety has reinsured that portion of the risk that exceeds 10 percent of Surety's capital and surplus. The reinsurance must be with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas. The amount reinsured by reinsurer may not exceed 10 percent of reinsurer's capital and surplus. The amount of allowed capital and surplus must be based on information received from State Board of Insurance.

11.6.3 If the amount of a Bond is greater than \$100,000, Surety shall:

11.6.3.1 also hold certificate of authority from the United States Secretary of Treasury to qualify as surety on obligations permitted or required under federal law; or,

11.6.3.2 Surety may obtain reinsurance for any liability in excess of \$100,000 from reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as surety or reinsurer on obligations permitted or required under federal law.

11.6.4 Determination of whether Surety on the Bond or the reinsurer holds a certificate of authority from the United States Secretary of the Treasury is based on information published in Federal Register covering the date on which Bond was executed.

11.6.5 Each Bond given or tendered to the City pursuant to the Contract must be on City forms with no changes made by Contractor or Surety, and must be dated, executed, and accompanied by power of attorney stating that the attorney in fact executing such the bond has requisite authority to execute such Bond. The Bonds must be dated and must be no more than 30 days old.

11.6.6 Surety shall designate in its Bond, power of attorney, or written notice to the City, an agent resident in Harris County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

11.6.7 Contractor shall furnish information to a payment bond beneficiary as required by TEX. GOV'T CODE ANN. CH. 2253.

11.7 DELIVERY OF BONDS

11.7.1 Contractor shall deliver required Bonds to the City within time limits stated in Notice of Intent to Award and prior to Date of Commencement of the Work.

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK

12.1 UNCOVERING OF THE WORK

12.1.1 If a portion of the Work has been covered which City Engineer has not specifically requested to

observe prior to its being covered, City Engineer may request to see such work and it must be uncovered by Contractor. If such work is in accordance with the Contract, the costs of uncovering and covering such work are charged to the City by Change Order. If such work is not in accordance with the Contract, Contractor shall pay for uncovering and shall correct the nonconforming Work promptly after receipt of Notice of Noncompliance to do so.

12.2 CORRECTION OF THE WORK

12.2.1 Contractor shall promptly correct or remove work rejected by City Engineer or work failing to conform to requirements of the Contract, whether observed before or after Date of Substantial Completion and whether fabricated, installed, or completed if caused by Contractor.

12.2.2 Contractor bears costs of correcting the rejected or nonconforming work including additional testing and inspections, and compensation for Design Consultant's services and expenses made necessary thereby.

12.2.3 If within one year after Date of Substantial Completion, or after date for commencement of warranties established under Paragraph 9.9.5 or by other applicable special warranty required by the Contract, whichever is later in time, any of the Work is found not to be in accordance with the requirements of the Contract, Contractor shall correct such work promptly after receipt of Notice of Noncompliance to do so.

12.2.4 One-year correction period for portions of the Work completed after Date of Substantial Completion will begin on the date of acceptance of that portion of the Work. This obligation under this Paragraph survives acceptance of the Work under the Contract and termination of the Contract.

12.2.5 Reserve.

12.2.6 Reserve.

12.2.7 Contractor bears cost of correcting work originally installed by Contractor, the City, or by separate contractors and damaged by Contractor's correction or removal of Contractor's work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If City Engineer prefers to accept work which is not in accordance with requirements of the Contract, City Engineer may do so only by issuance of Change Order, instead of requiring its removal and

correction. City Engineer will determine Contract Price reduction. The reduction will become effective even if final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW AND VENUE

13.1.1 This Contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas or the Federal District Court for the Southern District of Texas.

13.2 SUCCESSORS

13.2.1 The Contract binds and benefits the Parties and their legal successors and permitted assigns; however, this Paragraph 13.2.1 does not alter the restrictions on assignment and disposal of assets set out in Paragraph 13.3.1. The Contract does not create any personal liability on the part of any officer or agent of the City.

13.3 BUSINESS STRUCTURE AND ASSIGNMENTS

13.3.1 Contractor may not assign the Contract at law or otherwise, or dispose of all or substantially all of its assets without City Engineer's prior written consent. Nothing in this Section, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

13.3.2 Any series, as defined by the TEX. BUS. ORG. CODE ANN., affiliate, subsidiary, or successor to which Contractor assigns or transfers assets shall join in privity and be jointly and severally liable under this Contract.

13.4 WRITTEN NOTICE

13.4.1 All notices required or permitted by the Contract must be in writing and must be effected by hand delivery; registered or certified mail, return receipt requested; or facsimile with confirmation copy mailed to receiving Party. Notice is sufficient if made or addressed with proper postage to the address stated in the Agreement for each Party ("Notice Address") or faxed to the facsimile number stated in

the Agreement for each Party. The notice is deemed delivered on the earlier of:

- 13.4.1.1 the date the Notice is actually received;
- 13.4.1.2 the third day following deposit in a United States Postal Service post office or receptacle; or
- 13.4.1.3 the date the facsimile is sent unless the facsimile is sent after 5:00 p.m. local time of the recipient and then it is deemed received on the following day.

Any Party may change its Notice Address or facsimile number at any time by giving written notice of the change to the other Party in the manner provided for in this Paragraph at least 15 days prior to the date the change is affected.

13.5 RIGHTS AND REMEDIES

13.5.1 Duties and obligations imposed by the Contract and rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.5.2 No act or failure to act by the City or Contractor is a waiver of rights or duties afforded them under the Contract, nor is the act or failure to act constitute approval of or acquiescence in a breach of the Contract. No waiver, approval or acquiescence is binding unless in writing and, in the case of the City, signed by City Engineer.

13.6 TESTS AND INSPECTIONS

13.6.1 Contractor shall give City Engineer, Construction Manager, and Design Consultant timely notice of the time and place where tests and inspections are to be made. Contractor shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.6.2 The City will employ and pay for services of an independent testing laboratory to perform inspections or acceptance tests required by the Contract except:

- 13.6.2.1 inspections or tests covered by Paragraph 13.6.3;
- 13.6.2.2 those otherwise specifically provided in the Contract; or
- 13.6.2.3 costs incurred in connection with tests or inspections conducted pursuant to Paragraph 12.2.2.

13.6.3 Contractor is responsible for and shall pay all costs in connection with inspection or testing required in connection with City Engineer's acceptance of a Product to be incorporated into the

Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation into the Work.

13.6.4 Neither observations by the City, Construction Manager, or Design Consultant, nor inspections, tests, or approvals by others, relieves Contractor from Contractor's obligations to perform the Work in accordance with the Contract.

13.7 INTEREST

13.7.1 No interest will accrue on late payments by the City except as provided under Chapter 2251 of the Government Code.

13.8 PARTIES IN INTEREST

13.8.1 The Contract does not bestow any rights upon any third party, but binds and benefits the Parties only.

13.9 ENTIRE CONTRACT

13.9.1 The Contract merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants, express or implied, or other terms of any kind, exist between the Parties regarding the Contract.

13.10 WRITTEN AMENDMENT

13.10.1 Changes to the Contract that cannot be effected by Modifications, must be made by written amendment, which will not be effective until approved by City Council.

13.11 COMPLIANCE WITH LAWS

13.11.1 Contractor shall comply with the Americans with Disabilities Act of 1990 as amended (ADA) and Texas Architectural Barriers Act and all regulations relating to either statute.

13.11.2 Contractor shall comply with all applicable federal, state, and city laws, rules and regulations.

13.12 SEVERABILITY

13.12.1 If any part of the Contract is for any reason found to be unenforceable, all other parts remain enforceable to the extent permitted by law.

13.13 ANTI-BOYCOTT OF ISRAEL

13.13.1 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of

this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

13.14 ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING & RELATED ACTIVITIES

13.14.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CITY FOR CAUSE

14.1.1 Each of the following acts or omissions of Contractor or occurrences shall constitute an "Event of Default" under the Contract:

14.1.1.1 Contractor refuses or fails to supply enough properly skilled workers or proper Products;

14.1.1.2 Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

14.1.1.3 Contractor is guilty of material breach of any duty or obligation of Contractor under the Contract, including, but not limited to, failure to submit certified payrolls electronically;

14.1.1.4 Contractor has had any other contract with the City terminated for cause at any time subsequent to the effective date of the Contract as set out in the Agreement; or

14.1.1.5 Contractor fails to utilize Ultra Low Sulfur Diesel Fuel, as required in Paragraph 3.9.1.1.

14.1.2 If an Event of Default occurs, City Engineer may, at his option and without prejudice to any other rights or remedies which the City may have, deliver a written notice to Contractor and Surety describing the Event of Default and giving the Contractor 10 days to cure the Event of Default. If after the cure period, Contractor has failed or refused to

cure the Event of Default, then City Engineer may deliver a second written notice to Contractor giving notice of the termination of the Contract or of the termination of Contractor's performance under the Contract ("Notice of Termination"). If City Engineer issues a Notice of Termination, then City Engineer may, subject to any prior rights of Surety and any other rights of the City under the Contract or at law:

- 14.1.2.1 request that Surety complete the Work; or
 - 14.1.2.2 take possession of the site and all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor; and
 - 14.1.2.3 finish the Work by whatever reasonable method City Engineer may deem expedient.
- 14.1.3 After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by City Engineer, Contractor shall:
- 14.1.3.1 stop the Work on the date and to the extent specified in the Notice of Termination;
 - 14.1.3.2 place no further orders or subcontracts for Products or services;
 - 14.1.3.3 terminate all orders and subcontracts to the extent that they relate to performance of work terminated;
 - 14.1.3.4 assign to the City, in the manner, at the times, and to the extent directed by City Engineer, all rights, title, and interest of Contractor, under the terminated supply orders and subcontracts. The City may settle or pay claims arising out of termination of the orders and subcontracts;
 - 14.1.3.5 settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of City Engineer;
 - 14.1.3.6 take action as may be necessary, or as City Engineer may direct, for protection and preservation of property related to the Work that is in possession of Contractor, and in which the City has or may acquire an interest; and
 - 14.1.3.7 secure the Work in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.
- 14.1.4 If the City terminates the Contract or terminates Contractor's performance under the Contract for any one or more of the reasons stated in Paragraph 14.1.1, Contractor may not receive any further payment until the Work is complete, subject to Paragraph 14.1.5.

14.1.5 If the unpaid balance of Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under the Contract, the balance will be paid to Contractor. If the costs of finishing the Work exceed the unpaid balance, Contractor shall, within 10 days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City will be certified by City Engineer in writing, and this obligation for payment shall survive termination of the Contract or termination of Contractor's performance under the Contract. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the project.

14.2 *TERMINATION BY THE CITY FOR CONVENIENCE*

14.2.1 City Engineer may, without cause and without prejudice to other rights or remedies of the City, give Contractor and Surety a Notice of Termination with a seven days written notice.

14.2.2 After receipt of the Notice of Termination, and except as otherwise approved by City Engineer, Contractor shall conform to requirements of Paragraph 14.1.3.

14.2.3 After receipt of the Notice of Termination, Contractor shall submit to the City its termination Claim, in forms required by City Engineer. The Claim will be submitted to the City promptly, but no later than six months from the effective date of termination, unless one or more extensions are granted by City Engineer in writing. If Contractor fails to submit its termination Claim within the time allowed, in accordance with Paragraph 14.2.4, City Engineer will determine, on the basis of available information, the amount, if any, due to Contractor because of termination, and City Engineer's determination is final and binding on the Parties. The City will then pay to Contractor the amount so determined.

14.2.4 City Engineer will determine, on the basis of information available to City Engineer, the amount due, if any, to Contractor for the termination as follows:

- 14.2.4.1 Contract Price for all work performed in accordance with the Contract up to the date of termination determined in the manner prescribed for monthly payments in Article 9, except no retainage is withheld by the City either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage or in transit.

14.2.4.2 Reasonable termination expenses, including costs for settling and paying Subcontractor and Supplier claims arising out of termination of the Work, reasonable cost of preservation and protection of the City's property after termination, if required, and the cost of Claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of Contractor, or litigation costs, including attorneys' fees.

No amount is allowed for anticipated profit or central office overhead on uncompleted work, or any cost or lost profit for other business of Contractor alleged to be damaged by the termination.

14.2.5 Contractor shall promptly remove from the site any construction equipment, tools, and temporary facilities, except the temporary facilities which City Engineer may wish to purchase and retain.

14.2.6 Contractor shall cooperate with City Engineer during the transition period.

14.2.7 The City will take possession of the Work and materials delivered to the site, in storage, or in transit, as of date or dates specified in the Notice of Termination, and is responsible for maintenance, utilities, security, and insurance, as stated in Notice of Termination.

14.3 *SUSPENSION BY THE CITY FOR CONVENIENCE*

14.3.1 City Engineer may, without cause, after giving Contractor and Surety 24-hour prior written notice, order Contractor to suspend, delay, or interrupt the Work in whole or in part for a period of time as City Engineer may determine.

14.3.2 An adjustment will be made in Contract Time equivalent to the time of suspension.

14.3.3 Adjustment will be made to Contract Price for increases in the cost of performance of the Work, including profit on increased cost of performance caused by suspension, delay, or interruption of the Work in accordance with Paragraph 7.3. No adjustment will be made to the extent that:

14.3.3.1 performance was, or would have been, suspended, delayed, or interrupted by another cause for which Contractor is responsible; or

14.3.3.2 adjustment is made or denied under another provision of the Contract.

14.4 *TERMINATION BY CONTRACTOR*

14.4.1 Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of Contractor, directly related to one of these events:

14.4.1.1 issuance of an order of a court or other public authority having jurisdiction;

14.4.1.2 act of government, such as a declaration of national emergency which makes material unavailable; or

14.4.1.3 if repeated suspensions, delays, or interruptions by the City as described in Paragraph 14.3 constitute, in the aggregate, more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less;

No termination will be effective for the above reasons if Contractor delivers written notice to City Engineer describing the reason for termination, giving the proposed termination date, and granting the City a reasonable opportunity to respond and cure any City default before termination is effective.

14.4.2 If the Contract is terminated pursuant to this Paragraph 14.4, Contractor shall comply with the requirements of Paragraphs 14.2.2 through 14.2.7.

[END OF EXHIBIT]

S

EXHIBIT "G"
FEDERAL PROVISIONS

As used in this Exhibit, the term "contractor" or "Contractor" shall refer to Consultant. Consultant shall include the provisions of set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

I. GENERAL CIVIL RIGHTS PROVISIONS

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and sub tier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor

will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

EXHIBIT "H"
TITLE VI: NON-DISCRIMINATION

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations - The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Agreement.
2. Non-discrimination - The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the non-discrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - 5.1. withholding of payments to the Contractor under the Agreement until the Contractor complies,
and/or
 - 5.2. cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions - The Contractor shall include the provisions of paragraphs 1-5 above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States.

A high-contrast, black and white photograph of an airport tarmac. In the foreground, a large, white, angular structure, possibly a mobile stair or belt loader, is partially visible. In the background, a large commercial airplane is docked at a gate. Several ground support equipment vehicles, including a tug and a belt loader, are positioned on the tarmac. The scene is brightly lit, creating strong shadows and highlights.

HOUSTON AIRPORT SYSTEM

MAY 25, 2020

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781

May 25, 2020

Houston Airport System
Attn: Susan Ackerson
16930 John F Kennedy Blvd.
Houston, Texas 77032

RE: Houston Airport System IAH FIS Renovation and Expansion

Dear Mrs. Ackerson

Motorola Solutions Inc. ("Motorola") is pleased to present pricing for the Houston Airport System (HAS) through the State DIR Contract #DIR-TSO-4101. The enclosed pricing is the result of the efforts of our engineering team to design and present solution that best meets the functional and operational specifications of the Houston Airport System, our solution combines hardware, software, and implementation services. The following components are included:

- Houston Radio System Master Site with associated Motorola Solutions hardware and software.
- Houston Console and Logging Recorder System with associated Motorola Solutions hardware and software.
- Houston Microwave System components.
- Houston Simulcast Subsite with associated Motorola Solutions hardware and software and required power systems.
- HAS standalone radio site with associated Motorola Solutions hardware and software and required power systems.
- Self-supporting tower to provide required Houston / HAS public safety radio system coverage.
- Pre-fab shelter with required spacing and backup power components.
- Ability for new hardware to be absorbed into existing/ongoing service contracts with the City of Houston and the Houston Airport System.
- Installation, Configuration, Optimization and Testing services.

Motorola's proposal/quote is subject to the agreed upon terms with Motorola Solutions and the State DIR contract. The proposal is valid for 90 days from the date of this letter and may accept this proposal by issuing a purchase order within the guidelines of the Texas DIR contract stated above and including all Appendix's and the attached Statement of Work. The payment terms are standard terms and are as follows: 25% upon detailed design review, 60% upon shipment of the equipment, 10% upon acceptance, and 5% upon final acceptance of the system.

Our goal is to provide the City of Houston along with the Houston Airport System the best products and services available in the communications industry. We thank you for the opportunity to present our proposal, and we look forward to continuing to work with you to develop and implement a solution that addresses your needs. If you have any questions please feel free to contact George M. Ebelt at 281-802-2643.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Neil Thomas | MSSSI Vice President

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SECTION 1

SYSTEM DESCRIPTION

Motorola has carefully reviewed the information from the Houston Airport System to replace the existing radio equipment shelter (BIAH), along with the radio site equipment and construct a new shelter roughly 3/4 of a mile southeast from their current location. Additionally, Motorola will be constructing a self-supporting radio tower at the new site location. Motorola is pleased to respond with a complete replacement of all radio equipment, network equipment, core equipment, antenna systems, DC power system and microwave equipment as noted in Section 13.26.00 under Summary 1.1. This response will also include a new 24'x32' public safety standard shelter with 130kW generator that can be run via natural gas or propane, a 1000 gallon propane tank (below ground level) along with a 199 ft. self-supported tower (pending FAA approval). Also included are services to build out the radio site compound. The compound services include construction of the tower, the shelter, a generator, and a propane tank, staging the new radio system infrastructure equipment, and installation. Configuration and optimization will be included as well as services to decommission the old equipment, inventory the equipment and move it to a designated Houston Airport System warehouse or storage facility.

1.1 PROPOSED REPLACEMENT EQUIPMENT AND SERVICES

The following sections will go over the existing equipment and the replacement equipment being provided as part of Motorola's response. Motorola will be providing like-for-like replacement equipment. In instances where specific hardware equipment is end of life (EOL) Motorola will propose the next current hardware platform for that particular piece of equipment.

In summary Motorola's RFP response will include the following replacement equipment:

- Motorola Solutions, Inc (MSI) Dynamic Resilient Master Site supporting backup functionality to the Primary Master site for the City of Houston's Regional MSI Radio System.
- A Motorola Astro P25 Simulcast Subsite to provide mission critical public safety communications to the City of Houston Northeast Radio Cell.
- A Motorola Astro P25 Standalone Repeater site to provide mission critical public safety communications for the Houston Airport System (HAS) Users tied into the TXWARN MSI radio system.
- A Motorola WAVE 5000 system using "donor" radios to support PTT radio interoperability for the IAH HAS personnel.
- A Motorola Key Management Facility (KMF) Server and Client to facilitate secure key management and distribution.
- A Motorola Intelligent Middle-Ware (IMW) Server to provide network services across the Radio System.

- A NICE systems backup radio audio logging solution that will interface into the MSI Radio System utilizing the provided Motorola Archiving Interface Server (AIS) that allows calls on the radio system to be recorded.
- Nokia Microwave equipment to support two MW links for telco transport and Cambium Microwave equipment to support one MW link for telco transport.
- Nokia routing hardware for MPLS transport services.
- AC/DC power systems, Motorola management terminals with Private Radio Network Management (PRNM) Suite applications and environmental management/monitoring equipment.

Software release of the above proposed radio equipment will match the current City of Houston / Harris County TXWARN existing public safety radio system at the time of implementation.

A 24'x32' Motorola Standard Building (MSB) will be provided to house the indoor equipment. The proposed MSB will meet Motorola's R56 Standards and Guidelines for Communication Sites, including cabling facilities, back-up power sources, grounding, and complete electrical systems and surge suppression. A 199' self-support tower will be provided and installed for the required antennas as well as the microwave dishes to connect to the existing far-end sites for the three microwave links.

To ensure the shelter will properly support 24-hour functionality of the public safety infrastructure, a 130kW generator will be installed and able to switch between natural gas and propane as a fuel source in the event shore power fails. A 1000-gallon propane tank will be buried on-site and intake for natural gas will be located within the compound.

Services have been included to:

- Construct and set the tower, shelter, generator, and propane tank.
- Construct the compound (fencing, general radio site ground preparation).
- Stage the new radio system infrastructure equipment.
- Install, configure and optimize the equipment at the new radio site location.
- Cutover from the old site to the new site.
- Decommission the old equipment, inventory and move to a designated storage facility.

1.1.1 Dynamic System Resilience (DSR)

Motorola will provide the Dynamic System Resilience (DSR) equipment for a Motorola M3 Astro P25 core system at the current software release of the regional core. Equivalent hardware that exists in the shelter today will be provided as replacement.

1.1.2 ASTRO25 10-CH Simulcast Site

The following is provided as the replacement equipment for the existing 10-channel simulcast site in an Expandable Site Subsystem (ESS) configuration:

- Radio Hardware:
 - Ten (10) GTR 8000 7/800 radios with IP based repeater radio software and capability of TDMA/Dynamic Channel Operation for all ten channels
 - 12-CH Combiner
 - 12-CH Dual Diversity RMC
- TX and RX Antenna network which includes 1 Tx antenna, 2 Rx antennas and applicable transmission line, connectors and lightning protection will be installed on the new 199 ft tower.
- GPS receiver network which includes coax will be installed on the ice bridge between the proposed shelter and tower.
- Dual Diversity Tower Top Amplifier (TTA) System:
 - Tower Top Amplifier (TTA)
 - Multicoupler Unit (MCU)
- Transport gateways for connectivity into the Simulcast Cell System
- One (1) AC Edge PDU

1.1.3 ASTRO25 8-CH Standalone Repeater Site

The following is provided as the replacement equipment for the existing 8-channel ASR site in an Expandable Site Subsystem (ESS) configuration:

- One GTR Expandable Site Subsystem (ESS) consisting of:
 - Eight (8) GTR 8000 7/800 radios with ASR radio software
 - 12-CH Combiner
 - 12-CH RMC
- TX and RX Antenna network which includes 1 Tx antenna, 1 Rx antenna, and corresponding transmission line connectors and lightning protection will be installed on the new 199ft tower.
- Tower Top Amplifier (TTA) System:
 - Tower Top Amplifier (TTA)
 - Multicoupler Unit (MCU)
- Transport gateways for connectivity into the Simulcast Cell System
- One (1) AC Edge PDU

1.1.4 Motorola Key Management Facility

Motorola will provide a Backup KMF server and client to allow over-the-air rekeying and managing of the rekeying subscriber units in groups and/or individually. The KMF will allow tracking of the rekeying process, able to identify which units are rekeyed and which have not been rekeyed. Motorola will load the backup KMF with the matching database of the primary KMF sitting on the MSI Radio System.

1.1.5 Motorola Intelligent Middle-Ware (IMW)

Motorola will provide a Motorola Intelligent Middleware Server (IMW) to provide common services, such as Presence and Location for the radio network. This IMW will be the geo-redundant backup to the primary currently on the system and loaded with the matching software revision to integrate with the primary server.

1.1.6 WAVE 5000 Equipment

The following equipment is proposed as the replacement WAVE 5000 equipment:

- 7.5ft Rack
- One (1) Firewall
- One (1) 19 LCD Monitor
- One (1) 24-Port LAN Switch
- One (1) WAVE Server
- One (1) GGM 8000 Gateway
- One (1) Cisco Integrated Services Router (ISR) 4321 (RGU)
- One (1) 8-Channel Hybrid Control Station Combiner
- Four (4) 7/800 MHz APX 6500 Control Station Mobiles with:
 - O5 Control Head
 - SmartZone Operation Software
 - P25 Trunking Operation Software
 - OTAP/TDMA/AES/DES-XL/DES-OFB Encryption
 - OTAR with Multikey
- Two (2) 7/800 Yagi Antennas (Tx/Rx) and 150ft of Coax for each run

1.1.7 IP NICE Logging Recorder and Dispatch Equipment

The existing IP logging solution will be replaced with the following equipment:

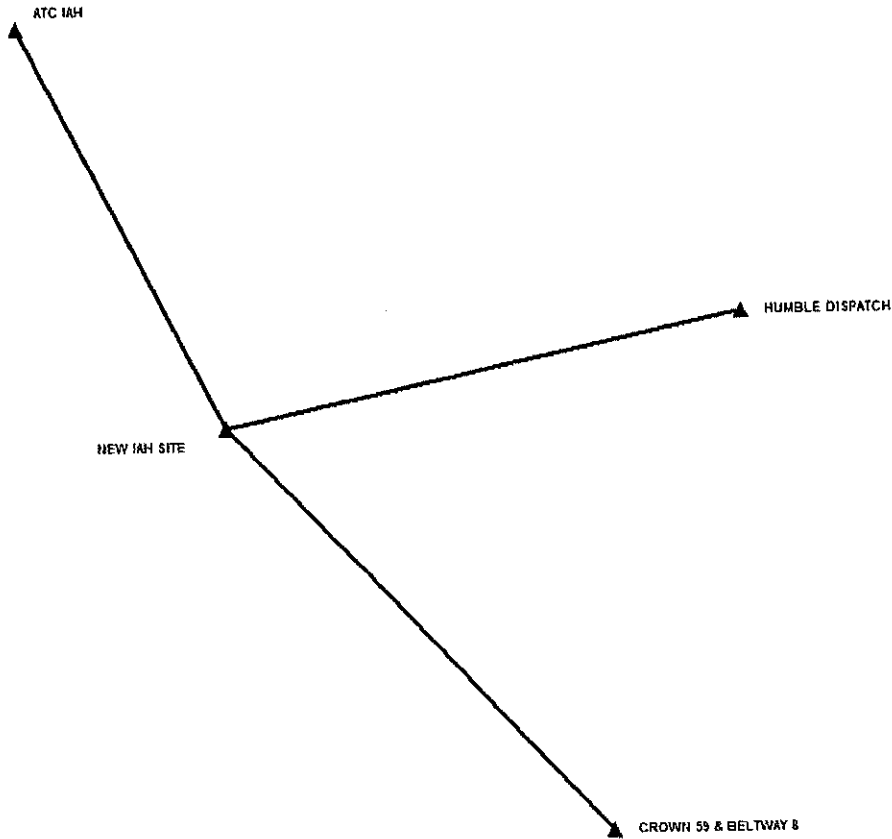
- Two (2) 120 Channel NICE IP Logging Recorders (redundant) with a shared Logger Backup Server (LBS)
- One (1) Inform Server (will host Inform V9)
- Two (2) Motorola MCC7500 AIS workstations

1.1.8 Microwave Equipment

Currently there are three Microwave links out of the BIAH Shelter location; two Nokia links which connect the site into the overall Radio network and a Cambium link which provides transport connectivity for the Humble PD Dispatch site. Nokia equipment is provided to rebuild two of the links into the new site location and Cambium equipment for the other link; MW dishes will be mounted on the new tower in the compound. The microwave system is designed to provide 99.999% two-way availability and at a minimum 150 Mbps two-way throughput from the new site location to ATIAH and CR59 and a 10 Mbps two-way throughput from the new site location to Humble PD.

Far End Site Information:

Site Name	Latitude	Longitude	Minimum Bandwidth
ATIAH	30 01 23.10 N	095 20 48.00 W	150 Mbit
CR59	29 56 38.90 N	095 16 49.10 W	150 Mbit
Humble PD	29 59 40.87 N	095 15 54.55 W	10 Mbit



1.1.9 Nokia Routing Equipment

The current site uses a Nokia 7750 SR-7 for transport connectivity into the existing 50+ node MPLS network. New Nokia MPLS equipment is included to integrate into the network for transport as well as into the Nokia NFM-P for management of the replacement node.

1.1.10 Support Equipment

1.1.10.1 AC/DC Power System Equipment

Motorola will provide Eltek's latest DC power system that will support all of the ASTRO25 equipment being replaced. The proposed Eltek design will be a DC power system comprised of AC to DC Rectifiers that create a 48 volt nominal DC

power bus, which is sent to a circuit breaker panel for distribution to all the devices and equipment. For AC devices, the DC power system will use DC-AC Inverters, powered by the 48 volt bus. This allows all loads, whether AC or DC to be backed up from the same battery plant.

In order to minimize the total batteries required and save space devices and equipment have been identified as either critical or non-critical which will determine whether they sit on an 8 or 4 hour back up bus. Below is a summary of equipment allocation on the DC power system.

Equipment Type	8 hour	4 hour
DSR Core: Servers, Switches and Routers (AC)	X	
P25 Simulcast Subsite		X
P25 Radio Site (DC)		X
WAVE 5000 Equipment (AC)		X
Logging equipment (AC)		X
Microwave Equipment (AC)	X	
Gateways and LAN Switch (AC)	X	
Environmental Alarm System (DC)	X	
NM and KMF Client, Playback Station (AC)	X	

AC Backup

Critical AC components have been identified as core equipment, all servers, switches, routers, microwave equipment, dispatch consoles, PC's and monitors will run through the DC-AC inverter and sit on the 8 hour backup bus.

Total load for this equipment with a 30% future load totals to 19,000 watts.

Other AC components such as control stations, WAVE 5000 equipment and logging equipment will run through the DC-AC inverter and sit on the 4 hour backup bus. Total load for all this equipment with a 30% future load accounted for totals to 14,000 watts.

DC Backup

Other components such as DC capable RF site repeaters and associated switches and routers, TTA's, TRAKS and MOSCAD will run through DC battery power with a 4 hour backup.

Total load for this equipment with a 30% future load totals to 24,000 watts.

DC capable environmental alarm system will run through the DC battery power with an 8 hour backup. Total load for all this equipment with a 30% future load accounted for totals to 200 watts.

AC distribution panels should be installed at the top of each rack/cabinet that houses AC powered equipment.

1.1.10.2 Miscellaneous Management/Operation Workstations

Workstations have been included to provide the following functions:

- One Motorola MCC 7500 Radio Operator Console with:
 - 22-inch non-touch LCD monitor
 - Basic Console Functionality software license
 - Trunking Operation license
 - Advanced Conventional Operation license
 - Secure Operation License – Supports ADP/AES/DES-OFB Algorithm
 - OTEK Operation license
 - Enhanced Instant Recall Recorder (IRR) software license
 - IRR Playback Speakers
 - Operator Position Speakers
 - Headset Jacks
 - Headset
 - Gooseneck Microphone
 - PTT Footswitch
- Two (2) Network Management Clients with PRNM Suite and 22" non-touch LCD monitors
- One (1) Key Management Function Client with 22" non-touch LCD monitor
- Three (3) Audio Playback Stations with 22" non-touch LCD monitors
- HP LaserJet Printer

A modular desk has been included for the above proposed equipment.

1.1.10.3 Environmental Management/Monitoring Equipment

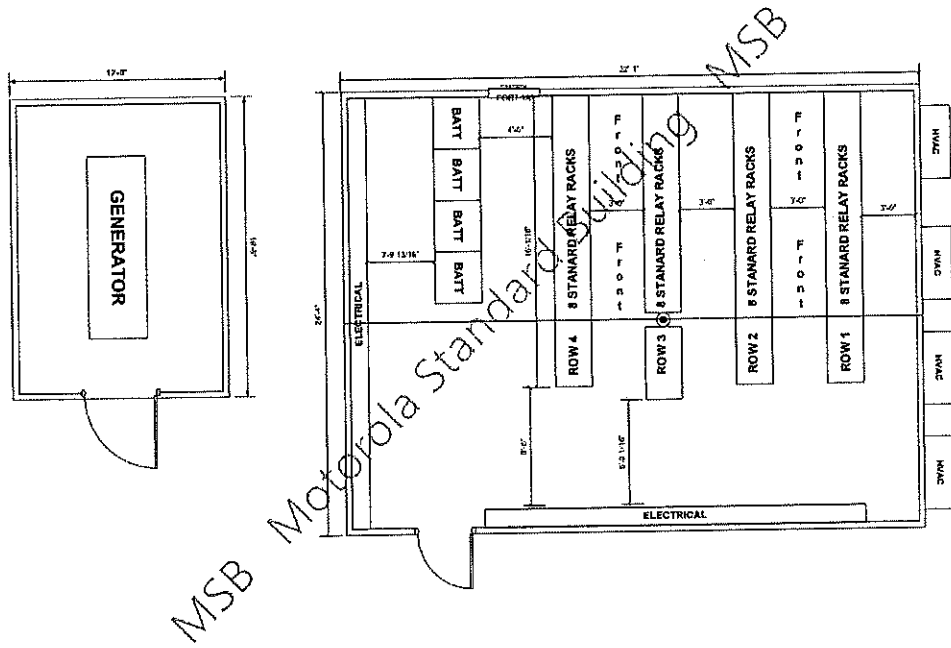
Motorola is providing equipment for monitoring the environmental alarms for the shelter, generator, and tower appurtenances. It will be capable of tying into dry contact blocks for alarm inputs as well as the existing Network Management System used to centrally monitor the alarms on the radio system – Motorola Astro Unified Event Manager (UEM).

The alarm inputs support the following:

- Smoke Alarms
- Power Failure to shelter
- Temperature - High/Low levels
- Door Alarms (qty 3) for site entry/exit
- Generator status alarms
- Automatic Transfer Switch
- UPS alarms
- Tower Light system
- DC Plant alarms
- Rectifier alarms
- Tower Top Amplifier alarms

1.2 SHELTER REPLACEMENT

Motorola Solutions is proposing a 24' x 32' MSB (shelter) to house the replacement ASTRO25 equipment and additional equipment not part of the scope. The shelter will house up to 24 2'x2' rack spaces with 36" of clearance at the front and rear of each row of rack. The provided shelter will be fully equipped with HVAC, a 130kW generator fueled by natural gas or propane, and 600A automatic transfer switch. A layout of the shelter is shown below.



Shelter: IAH, Houston Texas	
Site Equipment Capacity	(24) 2x2' rack locations
Building Size	Outside: 32'0" L x 23'4" W x 10'6" H Inside: 31'0" L x 22'4" W x 9'1" Interior clear
Load	Floor: 300 psf Roof: 150 psf Walls: 150 mph
Walls	Concrete 2 hr. fire rated, Ballistics tested for UL-752 with 1/2" white embossed fiberglass paneling
Roof	Walls: R-11
Insulation	Ceiling: R-19
Door	(1) 36" X 7'0" with dead bolt, anti-pick plate, door bumper & "T" tie back
Cable Ladder	(92) linear feet of 24" wide cable ladder, gold chromate over equipment racks to cable entrance
Cable Entry	(1) 24 port cable entry with caps and (2) 3" PVC sleeve cast in concrete for Telco entry
Fire Protection	(1) Each Wall mounted 20lb. ABC and 10lb. CO2 extinguishers
Alarms	Smoke, Power Fail, High/Low temp, intrusion, Gen, ATS and UPS alarms on dry terminal 66 block with amphenol connector (see table 1)
Warranty	10 year manufacturer warranty from the date of shipment
Lighting Specifications:	
Interior	Ceiling: (24) 4 ft. fluorescent
Exterior	Security: (1) LED photocell
Emergency	(1) Twin bulb with battery EXIT sign located over doorway
Electrical Specifications:	
Electrical Service	120/208/600A 3 phase
Service Disconnect	(1) Type 1A TVSS or equivalent
Secondary Surge Arrestor	(1) Type 2 TVSS or equivalent
Main Panel Surge Arrestor	(1) 600A Main breaker w/circuits
Main Load Center	(2) GFI duplex outlets
Exterior Outlets	(12) duplex outlets
Service Outlets	N/A
UPS Load Centers	TBD
FNE Outlets	
Grounding Specifications:	
Grounding Standard	All grounding meets or exceeds Motorola's R56 specifications
Air Conditioning Specifications:	
Air-Conditioning	(4) 5 ton air conditioning units with integrated heater strips, lead-lag controller
Warranty	2 year manufacturer warranty from the date of shipment
Generator Specifications:	
Generator	130kW Nat Gas/LPV fueled, 120/240V 3 phase 60HZ, upsized alternator
Automatic Transfer Switch	600 amp, 3ph, 600 volt
Warranty	2 year manufacturer warranty from the date of shipment
U.P.S Specifications:	
U.P.S	(N/A)
Warranty	2 year manufacturer warranty from the date of shipment

1.3 NEW 199' SELF SUPPORTED TOWER

Motorola Solutions is proposing a new tower for the new site location which will be installed next to the new 24'x32' shelter. The tower is designed to mount the required LMR antennas and microwave dishes as well as additional LMR antennas and dishes for the future. The tower will be a 199' self support tower that will be rated for 141 MPH 3 second gust basic wind speed (no ice) 30mph with .50" ice Structure Class III. The tower will have a face mounted waveguide ladder for (12) lines, outside climbing ladder and 10' x 24" Transmission Line Ice Bridge from tower to shelter. Grounding hardware will be included that will meet R56 standards.

The tower will hold the following antennas and dishes required for the radio equipment inside the shelter:

- Two (2) CC807-11 Antennas at 140' & 160'
- Two (2) TTA's leg mounted
- Three (3) BPA7496-180-14 Antennas (320°) at 140', 150' & 150'
- One (1) SU3-107A with Radome on (1) Dish Mount with (1) EW127 at 140'
- One (1) SU4-107B with Radome on (1) Dish Mount with (1) EW127 at 165'
- One (1) SU6-107B with Radome on (1) Dish Mount with (1) EW127 at 100'
- Two (2) SY450SF1SNM Antennas at 100' & 100'

1.4 HIGH LEVEL SYSTEM CUTOVER PLAN

Once the tower and shelter construction is completed, field equipment will arrive from staging to the new site location and be installed in the shelter. All equipment will be racked, stacked, cabled, labeled and grounded appropriately per R56 standards. Once the equipment is installed a Motorola System Technologist (ST) will be deployed to program and configure all of the equipment using the appropriate software required. The ST will be equipped with the knowledge of accessing system databases between the primary MSI radio system core in order to synchronize the new database to match that of the existing backup site.

A Network Engineer (NE) will also be deployed to reconfigure the backhaul transport network and work with the ST to strategically cutover devices in a way that reduces the outage time as much as possible. A cutover meeting will be conducted with all user groups impacted to address both how to mitigate any technical and communication problem impact to users.

Once the system is completely cutover to the new location it will begin a 30 day burn-in prior to decommissioning of the old site. When the 30 day burn-in is complete, all equipment at the old site location be inventoried and transported to a designated storage facility.

SECTION 2

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations	X	
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X

Tasks	Motorola Solutions	Customer
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of site required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide system demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing. Motorola assumes to reuse of the existing frequencies.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		

Tasks	Motorola Solutions	Customer
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary space for the installation of the equipment shelter, tower, and generator included in this proposal.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site construction drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Deliverable: Information and permitting requirements completed at each site.		
Civil Work		
Site Scope Summary:		
<ul style="list-style-type: none"> ◆ Engineering services for site drawings and regulatory approvals – Included. ◆ Site acquisition services – Not included. ◆ Prevailing wages – Included ◆ Zoning Services – Included ◆ New fenced compound/expansion size – 80-foot x 80-foot. ◆ Clearing type – Light. ◆ Road length requiring improvement – 250 feet. ◆ New power run – 125 feet, Electrical service type – Underground, 600-amp - 208-240-volt, three-phase. ◆ New shelter size – 24'x36' MSB 	X	X

Tasks	Motorola Solutions	Customer
<ul style="list-style-type: none"> ◆ New fuel tank size – 1000-gallon LP - underground ◆ New generator size – 130 kW, Type – Outdoor. ◆ New tower to be used for antennas – 199-foot self-supported tower. ◆ New tower foundation size – 135 cubic yards, Type – Drilled Pier. 		
Site Zoning		
<ul style="list-style-type: none"> ◆ Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements. 	X	
Site Engineering		
<ul style="list-style-type: none"> ◆ Prepare site construction drawings showing the layout of various new and existing site components. ◆ Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.). ◆ Perform a site and topographic survey for the property on which the communication site is located or will be located. ◆ Perform construction staking around the site to establish reference points for proposed construction. ◆ Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location. ◆ Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail. ◆ Prepare record drawings of the site showing the as-built information. ◆ Conduct flood plain analysis of the site location. ◆ Perform construction staking around the site to establish reference points for proposed construction. ◆ Prepare photo renderings of how a specific site or sites would look after completion. ◆ Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site. ◆ Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction ◆ Perform a ASTM E 1527-05 certified Phase I Environmental 	X	

Tasks	Motorola Solutions	Customer
<p>Site Assessment (ESA), to identify obvious and reasonably likely on-site and/or off-site potential sources of contamination that might pose a potential risk of leasing and building on a piece of property, and whether further environmental investigations are warranted. This study does not include Phase II assessments, risk/cost evaluations, and permitting assistance that may be required if risk factors are indicated.</p> <ul style="list-style-type: none"> ◆ Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included. Includes conducting of soils resistivity test for sand soils. ◆ Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction. ◆ Check tower erection for plumbness, linearity and alignment after installation. ◆ Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations. ◆ Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing. ◆ Third party locates prior to geo borings ◆ Third party tower inspection ◆ FAA Filing (Air Space Analysis, FAA 7460-1; FCC ASR Notifications, FAA 7460-2 Part 1; FCC Notification, FAA 7460-2 Part 2; FRN Application; Local Publication) ◆ Cultural Resource Report 		
Site Preparation		
<ul style="list-style-type: none"> ◆ Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work. ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs. ◆ Provide a 15-foot wide access road (not to exceed 250 feet in length), including surface grading and graveling ◆ Grade and clear site in preparation for site work. 	X	X

Tasks	Motorola Solutions	Customer
<ul style="list-style-type: none"> ◆ Supply and install 10 guard posts. ◆ Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet). ◆ Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 320 linear feet). ◆ Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice. 		
Site Components Installation		
<ul style="list-style-type: none"> ◆ Construct 1 reinforced concrete foundation necessary for a 24' x 36' shelter. ◆ Excavate 1 trench for 1000 gallon below ground Liquid Propane (LP) fuel tank in TIA/EIA-222 normal soil conditions. ◆ Construct 1 foundation for the 130-kW generator with reinforcing steel necessary for foundations. ◆ Supply and install 1 prefabricated shelter 24' x 36' ◆ Supply and install 1 1000-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator. ◆ Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank. ◆ Supply and install 1 standby power generator (130 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains. ◆ Supply and install 1 120/208-volt, 600-amp, three-phase meter pedestal and hookup for electrical service by the local utility. ◆ Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 125 cable feet of the shelter. ◆ Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards. ◆ Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Houston Int Airport (IAH). ◆ Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet). 	X	
Tower Work		
<ul style="list-style-type: none"> ◆ Construct drilled pier type tower foundations including 	X	

Tasks	Motorola Solutions	Customer
excavation, rebar and concrete (not to exceed 135 cubic yards). ♦ Erect new 199-foot self-supported tower with strobe lighting. ♦ Supply and install grounding for the tower base for self-supported towers		
Antenna and Transmission Line Installation		
♦ Install 7 antenna(s) for the RF system. ♦ Install 7 side arms for antennas. ♦ Install 2 tower top amplifier(s). ♦ Install up to 500 linear feet of 1/2-inch transmission line. ♦ Install up to 900 linear feet of 7/8-inch transmission line. ♦ Install up to 600 linear feet of 1-1/4-inch transmission line. ♦ Perform sweep tests on transmission lines. ♦ Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet. ♦ Supply and install 3 ground buss bar on the antenna support structure for grounding RF on the tower per R-56.	X	
City of Houston Responsibilities		
♦ If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. ♦ Prepare and submit the required 7460 forms/permits to the FAA ♦ As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility. ♦ HAS will be responsible for bring the electrical connection to within 10 feet of MSB ♦ HAS to bring to the shelter and connect, the fiber/telco and natural gas lines. ♦ Pay for all utility connection, pole or line extensions, and any easement or usage fees up to the MSB. Motorola will provide the connection to the MSB. ♦ Review and approve site design drawings within 21 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal. ♦ Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis. ♦ Pay for application fees, taxes and recurring payments for lease/ownership of the property. ♦ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola. ♦ As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA		X

Tasks	Motorola Solutions	Customer
<p>70, Article 708</p> <ul style="list-style-type: none"> ◆ Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering. ◆ Provide a right of entry letter from the site owner for Motorola to conduct field investigations. ◆ Secure power connection to the site, associated permitting and installation of a meter and disconnect within 50 feet of the proposed shelter location. ◆ Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.). 		
<p>Civil Project Assumptions: All clarifications & exceptions contained in this Section (General Site Development Assumptions) take precedence over any other section of this Contract.</p>		
<ul style="list-style-type: none"> ◆ All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.). ◆ Prevailing wages have been included. ◆ All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner. ◆ All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room. ◆ Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included. ◆ Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer. ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal. ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety. ◆ Foundations and subsurface conditions for the tower design are based on HVJ associates per the tower specific geotechnical reports provided February 24, 2020, Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal have been included. ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal. ◆ Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will 	<p>X</p>	

Tasks	Motorola Solutions	Customer
<p>be the responsibility of the customer.</p> <ul style="list-style-type: none"> ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal. ◆ No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access. ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety. ◆ In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222-G. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included. ◆ For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings. ◆ The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting. ◆ The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate. ◆ If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communication facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included. ◆ The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort. ◆ A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained. ◆ The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56). ◆ Underground utilities are not present in the construction area, and as such no relocation will be required. ◆ Foundations for the shelter, generator and fuel tank are based on the soil sample report by HVJ associates dated February 24, 2020 as "sand soil" conditions as defined by TIA/EIA 222-G. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included. ◆ Tower foundation pricing has been based on the soil sample report by HVJ associates dated February 24, 2020. ◆ Final site layout has not been approved and is subject to 		

Tasks	Motorola Solutions	Customer
change upon receipt of drawings from the customer. Therefore, Motorola/PNS reserves the right to make adjustments accordingly. ♦ Storm water design or implementation have not been included		
Civil Work Completion Criteria		
♦ Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Houston International Airport (IAH). <ul style="list-style-type: none"> - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur. ♦ All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections). ♦ Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins). ♦ Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer). ♦ All punch list and deficiencies shall be completed prior to customer and Motorola inspections.		
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSI).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field		X

Tasks	Motorola Solutions	Customer
conditions.		
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Acceptance Test Plan.		X
If the customer decides to attend staging, customer responsible to pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.		X
Perform functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Equipment will be shipped and stored at the City of Houston/Harris County Greens Road facility.	X	
Inventory solution equipment.	X	
Deliverable: Equipment shipped and received in field.		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control	X	

Tasks	Motorola Solutions	Customer
line connection points. Installation performed in accordance with R56 standards and state/local codes.		
Provide system interconnections that are not specifically outlined in the system design.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Decommission and transport the existing system equipment to the City of Houston's Green's Road Facility.	X	
Dispose of old equipment.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
See Civil Section above for Antenna and Transmission line installation		
ASTRO 25 DSR Core and RF Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Install new Nokia Microwave equipment and MW dishes for the hops between, the new IAH site and ATIAH, and the new IAH site and Crown 59/BW8 site. The connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.	X	
Install new Cambium PTP equipment and dish for link between the new IAH site and Humble PD.	X	
Configure ASTRO 25 system to support the new RF site.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Console Installation and Configuration		
Install PC workstation w/ keyboard and mouse, and monitor.	X	

Tasks	Motorola Solutions	Customer
Perform console programming and configuration. Motorola assumes the reuse of existing console templates to be programed. No new templates are included in this offering	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.	X	
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install the rack mounted RF local control stations and control station combiner identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
Logging Equipment Installation and Configuration		
Install two (2) 120 Channel IP logging recorders with a shared logger Backup Server, One (1) Inform Server that will host Inform V9 and associated equipment.	X	
Install two (2) AIS servers and VPMs to interface to logging equipment.	X	
Deliverable: Logging equipment installation completed.		
WAVE System Installation and Configuration		
Install the rack mounted WAVE Server.	X	
Install WAVE networking equipment.	X	
Validate servers and network are ready for software load.	X	
Deliverable: WAVE system installed and configured.		
General Project Assumptions		
<ul style="list-style-type: none"> • Installation work will be performed during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding holidays observed by the Government. • The SI services are based upon an uninterrupted daily work effort for activities conducted on-site without any delays due to site access difficulties, delays in permitting, delays in getting utilities to the shelter or inclement weather. • All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter. • Site will have adequate electrical service (600A 3PH) for the new shelter and tower. • Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of the Customer. • No improvements are required for concrete trucks, drill rigs, and crane access. 		

Tasks	Motorola Solutions	Customer
<ul style="list-style-type: none"> The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting. Underground utilities are not present in the construction area, and as such no relocation will be required. There will sufficient space for the microwave equipment proposed at Humble PD, Crown 59/BW8 and ATC IAH towers. It is assumed microwave dishes can be adjusted on these tower as necessary to complete the path to the new 199' tower. Models and manufacturers of the proposed replacement equipment are subject to change. The Customer will provide a storage location for all decommissioned equipment. Motorola will inventory, decommission and transport to the desired storage location. The Customer is responsible for any FCC license modifications because of the site move. No coverage analysis or guarantee has been provided and it is assumed that the customer understands that they may experience some variation in coverage with the new site. 		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, Document all issues that arise, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X

Tasks	Motorola Solutions	Customer
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing		
No Coverage Testing or Guarantee is included with the offering.		
30-Day Burn-in Testing		
Turn on the complete system, and monitor for the entire test duration.	X	
Categorize failures as major and minor, based upon agreed definitions.	X	
If a major failure occurs, correct the problem and re-start the test.	X	
If a minor failure occurs, correct the problem, and continue the 30-day burn-in.	X	
Complete the 30-day burn-in test successfully and prepare the required reports.	X	
Deliverable: Completion of 30-Day Burn-in testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.	X	
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.	X	X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	

Tasks	Motorola Solutions	Customer
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

SECTION 3

EQUIPMENT LIST

3.1 PARTS LIST

QTY	PART NUMBER	DESCRIPTION
1	DSELTEKDCPOWER	DC POWER SYSTEM BY ELTEK
2	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
24	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTRAK91008EDC	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
2	DSTRAK91061	FOUR PORT DDM
1	DSTRAK93007DC	DISTRIBUTION SHELF FOR 9100 DC
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM0238	SRC7500 SWITCHING ROUTING CENTER
1	CA02874AA	ADD: MOUNT SRC IN 42 RU CABINET
1	CA03332AA	ADD: SRC 7500
1	CA03325AA	ADD: HIGH TIER CORE LAN SWITCHES (144 PORTS)
1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD
1	CA01359AA	ADD: INTERZONE CAPABILITY ETHERNET
1	CA01351AA	ADD: QTY 2 PAIRS CORE ROUTERS ETH
2	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
24	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
5	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	SQM01SUM0231	DYNAMIC SYSTEM RESILIENCE
1	CA01511AA	DSR VOICE
1	CA01512AA	DSR DATA
1	CA02847AB	ADD: M3 ADDITIONAL ZONE DSR

QTY	PART NUMBER	DESCRIPTION
1	CA03143AA	ADD: M3 ADDITIONAL ZONE DSR HW
1	CA02839AA	ADD: CABINET
1	CA02077AE	ADD: DSR CAPABILITY TRKD INT DATA
1	CA02835AB	ADD: WINDOW SUPPLEMENTAL TRANS CONFIG
1	T7688	KEY MANAGEMENT FACILITY
1	ZA01180AA	ADD: KMF SERVER AND WEB CLIENT SW
1	TT2872	DL380 G9 SERVER WITH WINDOWS SERVER 2012 EMBEDDED
1	ZA00861AA	ADD: MORE THAN 1000 RADIO USERS
1	ZA00975AA	64 AGENCY PARTITIONING
8	ZA00864AA	ADD: ADDITIONAL CLIENT LICENSE
1	TKN9285	RACK MOUNT KIT FOR CRYPTR II
1	SQM01SUM0222	KMF CRYPTR
1	CA00147AG	ADD: BASIC SOFTWARE OPTION
1	CA00182AV	ADD: AES 256 ENCRYPTION KIT
1	CA02066AA	AC Line Cord, North America
1	F4544	SITE MANAGER ADVANCED
1	VA00905	ADD: 24/48 VDC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
2	T8399	CEN SERVER
2	DVN4359	SOFTWARE, VMWARE VSPHERE 6.X FDN 2 CPU SW
1	DSB02000817	SWITCH, 8 PORT KVM, 17 INCH CONSOLE (WITH BUILT-IN SLIDE OUT KEYBOARD A
1	DSP778006	CABLE, KVM USB-PS2 COMBO KIT FOR B020/22-U08/16 SERIES SWITCHES 6 FT
1	SQM01SUM0257	INTELLIGENT MIDDLEWARE
1	CA02384AE	ADD: UNIFIED NETWORK SERVICES SOFTWARE
1	CA02354AA	ADD: ASTRO NETWORK APPLICATION INTERFACE
1	CA03063AA	ADD: IMW HIGH TIER/REDUNDANT
2	CA02668AE	ADD: SQL SVR STD2014 EMB
2	CA02362AE	ADD: MCAFEE STANDALONE ANTI VIRUS SOFTWARE
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)

QTY	PART NUMBER	DESCRIPTION
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
2	PMUG1017A	GNSS REMOTE RECEIVER ASSY
2	DSWM4	HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF
2	DSP04268	ALUMINUM 6061-T6. PIPE 1 INCH SCHED 40
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE
1	CA00855AA	ADD: 700/800 MHZ
5	CA01842AA	ADD: P25 TDMA SOFTWARE
5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE
1	CA00855AA	ADD: 700/800 MHZ
5	CA01842AA	ADD: P25 TDMA SOFTWARE
5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
1	CA01058AA	ADD: 700/800 PHASING HARNESS
2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES

QTY	PART NUMBER	DESCRIPTION
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DS432F83W01M48	MULTICOUPLER UNIT, DUAL DIVERSITY, 796- 824 MHZ, SNMP, 48VDC
1	DS432F83W01T	TTA, DUAL DIVERSITY, 794-824MHZ, DUAL DIVERSITY, TOWER BOX,
0		
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	CLN1868	2930F 24-PORT SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	F4548	SM IO EXPANSION ADVANCED
1	VA00905	ADD: 24/48 VDC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
2	CLN1868	2930F 24-PORT SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
1	TT3286	PARALLEL ASTRO 120 SIMUL CALL RECORDERS BASE BUNDLE PRO
1	TT2694	NICE APPLICATIONS SERVER
1	TT05720AA	ADD: IP LOGGING RECORDER

QTY	PART NUMBER	DESCRIPTION
1	DDN2521	MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE
5	DDN2522	MS SQL 2016 64 BIT USER CLIENT ACCESS LICENSE
1	DDN2663	NICE INFORM 9 CHANNEL FLAG
2	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION
2	CA00182AB	ADD: AES ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DDN9748	19 INCH BLACK SHELF
1	DSNOKIAINFINITYPLACEH OLDER	INFINITY IAH MOVE OPTION B
1	DDN9748	19 INCH BLACK SHELF
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
1	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
1	UA00658AA	ADD: SECURE OPERATION
1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	UA00660AA	ADD: OTEK OPERATION
1	UA00661AA	ADD: ENHANCED IRR
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	CDN6673	PC DESKTOP SPEAKERS
2	B1952	SPEAKER, DESKTOP, USB
2	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M

QTY	PART NUMBER	DESCRIPTION
2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	B1941	USB AUDIO INTERFACE MODULE
1	B1913	MCC SERIES HEADSET JACK
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
1	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
1	DLN6691	HP LASERJET PRINTER CP3525DN 220V
2	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	T8363	ASTRO CLIENT
2	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	T8363	ASTRO CLIENT
2	DSMT9234MUCDCXR	USB MODEM BY MULTITECH - REQUIRED FOR KVL-KMF COMMUNICATION REMOTELY
1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
3	T7885	MCAFFEE WINDOWS AV CLIENT
3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSDSKPLACEHOLDER	DESK
1	SQM01SUM0284B	WAVE 5000 SERVER
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	T8126	FORTINET FIREWALL APPLIANCE
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	CLN1868	2930F 24-PORT SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	DSISR4321VSECK9	ISR 4321 BNDL W/ UC & SEC LICs CUBE-10
1	DSNIM4EM	4 PORT NETWORK INTERFACE MODULE



QTY	PART NUMBER	DESCRIPTION
1	DLN6918	ASSEMBLY,KIT,2POST-2U CONVERSION MOUNT KIT
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSCS74860805SN	HYBRID CONTROL STATION COMBINER, 746-869 MHZ 8 CH.
4	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
4	G66	ADD: DASH MOUNT
4	W665	ADD: CONTROL STATION OPERATION
4	G91	ADD: CONTROL STATION POWER SUPPLY
4	G444	ADD: APX CONTROL HEAD SOFTWARE
4	G442	ADD: O5 CONTROL HEAD
4	G89	ADD: NO RF ANTENNA NEEDED
4	G51	ENH: SMARTZONE OPERATION APX6500
4	G361	ENH: P25 TRUNKING SOFTWARE APX
4	G806	ADD: ASTRO DIGITAL CAI OPERATION
4	G996	ENH: OVER THE AIR PROVISIONING
4	GA00580	ADD: TDMA OPERATION APX
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
4	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
4	G90	ADD: NO MICROPHONE NEEDED
4	G142	ADD: NO SPEAKER NEEDED
4	GA00318	ADD: 5Y ESSENTIAL SERVICE
1	HKN6184C	CABLE CH, PROGRAMMING,USB
4	DDN9748	19 INCH BLACK SHELF
1	DSSY450SF1SNM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD GAIN, 746-896 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
4	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF

QTY	PART NUMBER	DESCRIPTION
5	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
5	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS
1	DSSY450SF1SNM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD GAIN, 746-896 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
4	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
5	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
5	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS
1	TRN7343	SEVEN AND A HALF FOOT RACK

QTY	PART NUMBER	DESCRIPTION
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7- 24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	CA03001AA	ADD:P25 SITE RPTR SW IV&D+ENH DATA
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
1	CA01058AA	ADD: 700/800 PHASING HARNESS
2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
1	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
1	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES

QTY	PART NUMBER	DESCRIPTION
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DS43383I01M48	MULTICOUPLER UNIT, 796-824 MHZ, 48 VDC
1	DS43383I01T	TTA, MINI SINGLE AMP, 796-824 MHZ, SINGLE NETWORK, TOWER BOX
0		
1	DSBPA749612015	PANEL ANTENNA, 13DBD, 746-960MHZ, 120DEG, PIM & 25KW PIP RATED
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
240	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
8	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
3	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS
1	DSBPA749612015	PANEL ANTENNA, 13DBD, 746-960MHZ, 120DEG, PIM & 25KW PIP RATED
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSBPA749612015	PANEL ANTENNA, 13DBD, 746-960MHZ, 120DEG, PIM & 25KW PIP RATED
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
7	TDN9289	221213 CABLE WRAP WEATHERPROOFING

QTY	PART NUMBER	DESCRIPTION
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
240	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
8	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
3	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
240	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
8	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
3	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
240	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
8	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT

QTY	PART NUMBER	DESCRIPTION
2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DSCC80711	OMNI, CORPORATE COLLINEAR, 10.5DBD, 746-870MHZ, PIM & 25KW PIP RATED
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
240	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
8	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
3	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS
1	DSCC80711	OMNI, CORPORATE COLLINEAR, 10.5DBD, 746-870MHZ, PIM & 25KW PIP RATED
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
7	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
240	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
8	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
3	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP

QTY	PART NUMBER	DESCRIPTION
240	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
8	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	TT1006	MSB, 24'X32' 2-MOD BLDG. INCLS GENERAC 180KW DSL GEN & (2) 36KW UPS
1	TT06003AA	ADD: INDOOR GENERATOR (SEP 12X16 GEN BLDG)
1	TT06023AA	DEL: 50KVA/40KW UPS (QTY 2)
1	TT06009AA	DEL: GENERATOR & TRANSFER SWITCH
1	DQ-459506	199-FT SELF-SUPPORTED TOWER
1	DSSG130IDNG3PH	GENERAC INDOOR 130KW NATURAL GAS, 3 PHASE
1	DSGTS600ID3PH	AUTOMATIC TRANSFER SWITCH, 600A, 120/208V 3-PH, NEMA 1 (GTS SERIES)

OTHER PRODUCTS

A. Provide two (2) additional Chatsworth F Series Gen 3 cabinets and three (3) additional 19-inch, 7.5' racks to include appropriate grounding, power and HVAC support and, shall be support by the shelter backup power system.

B. Provide One Standard Network Cabinet for Termination of HAS Copper and Fiber Optic cables and Security Elements.

C. Cabinets shall be fully assembled by the manufacturer with the components listed below. Individual component part numbers provided for information only.

- a. Chatsworth part # TS1023813 – 45RU; 800mm W; 1075mm D; F Series Gen 3
- b. 12-24 Tapped sliding rails / 2-pair
- c. Single perforated metal front door with swing latch w/padlock feature
- d. Double perforated metal rear door with swing latch w/padlock feature
- e. Network / One-piece / 4 cable openings
- f. Two solid two-piece side panels
- g. 6-slide
- h. (4) Vertical Ring cable managers installed one on each corner (39087-E02)
- i. (2) Full height PDU brackets installed one each left and right rear corners of cabinet (39086-E03)
- j. Glacier white
- k. All Network cabinets to have 24 Port iPatch panel installed.
- l. 360-IPR-1100-E-GS3-1U-24 - 360 iPatch/imVision(ready) 24 port panel

2. PDU Power Strips: a. QTY (2) Chatsworth Vertical eConnect Monitored Pro PDUs (Part # P4-1D0A5) L5-30P input; output (24) 5-20Rs.

3. Provide Rack-Mounted Ground Bar.

- a. The RMGB shall be a predrilled copper busbar with standard NEMA bolt hole sizing and spacing for the type of connectors to be used. (Both holes in two holed lugs must be attached to busbar)
- b. The TGB shall be sized for the immediate requirements and allow for 100% growth.
- c. The minimum busbar dimensions are 1/16" thick x 19" wide x 3/4" long.
- d. The busbar shall be electro tin plated for reduced contact resistance.

SECTION 4

PROJECT SCHEDULE

The project schedule is attached in the pages below.



ID	Task Name	Start	Finish	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021
1	P25 Radio with Civil, 1 Site	Mon 6/15/20	Fri 12/10/21						
2	Project Initiation	Mon 6/15/20	Thu 7/2/20						
3	Contract Award	Mon 6/15/20	Mon 6/15/20						
4	Project Set Up	Mon 6/15/20	Fri 6/19/20						
5	Post Sale Transition Meeting Completed	Mon 6/22/20	Mon 6/22/20						
6	Internal Project Plan/Design Review	Tue 6/23/20	Wed 6/24/20						
7	Customer Design Review (CDR)/Project Kick-off	Mon 6/22/20	Thu 7/2/20						
8	Internal Project Kick-off	Mon 6/22/20	Mon 6/22/20						
9	CDR/Kick-off Preparation	Thu 7/2/20	Wed 7/1/20						
10	CDR/Project Kick-off Conducted with customer	Thu 7/2/20	Thu 7/2/20						
11	Project Initiation Complete	Fri 7/3/20	Fri 7/24/20						
12	Project Planning	Mon 7/6/20	Mon 7/6/20						
13	Site Surveys Conducted	Mon 7/6/20	Mon 7/6/20						
14	New BIAH: Site Survey Conducted - completed during presale phase	Mon 7/6/20	Mon 7/6/20						
15	Site Surveys Complete - completed during presale phase	Fri 7/3/20	Fri 7/24/20						
16	Customer Design Review	Fri 7/3/20	Wed 7/8/20						
17	System Description	Fri 7/3/20	Tue 7/7/20						
18	System Description Updated per any CDR changes	Wed 7/8/20	Wed 7/8/20						
19	System Description Final Delivered	Fri 7/3/20	Fri 7/17/20						
20	Acceptance Test Plans	Fri 7/3/20	Thu 7/16/20						
21	Acceptance Test Plans Finalized per CDR review	Fri 7/3/20	Fri 7/17/20						
22	Acceptance Test Plans Final Delivered	Fri 7/3/20	Thu 7/16/20						
23	Cutover / Transition Plan	Fri 7/17/20	Fri 7/17/20						
24	Cutover updated per CDR	Fri 7/17/20	Thu 7/16/20						
25	Cutover Planning Final Delivered	Mon 7/20/20	Fri 7/17/20						
26	Customer Design Review Conducted and Approved	Fri 7/3/20	Fri 7/30/21						
27	Project Execution	Fri 7/3/20	Tue 12/8/20						
28	Manufacturing and Staging	Fri 7/3/20	Tue 12/8/20						
29	Non-Staged Equipment	Fri 7/3/20	Tue 12/8/20						
30	DC Batteries: Order, Manufacture and Ship to Field	Mon 7/27/20	Fri 9/4/20						
31	Towers, Shelters and Antennas: Order, Manufacture and Ship to Field	Fri 7/3/20	Tue 12/8/20						
32	MW Equipment Order and Manufacturing	Fri 7/24/20	Fri 7/24/20						
33	MW Notice to proceed	Mon 7/27/20	Mon 11/16/20						
34	MW Equipment Ordering and Manufacturing	Mon 7/27/20	Fri 7/31/20						
35	MW Make Order for Radio and Routers	Mon 8/3/20	Mon 9/14/20						
36	MW Manufacture Equipment	Tue 9/15/20	Mon 11/16/20						
37	MW Equipment Ordering and Manufacturing Complete. Ship to Field.	Mon 7/27/20	Thu 10/22/20						
38	FNE Equipment Order, Manufacturing and Staging	Mon 7/27/20	Thu 10/1/20						
39	FNE Equipment Ordering and Manufacturing	Mon 7/27/20	Wed 7/29/20						
40	FNE Process Equipment List	Thu 7/30/20	Wed 8/5/20						
41	FNE Make Order	Thu 8/6/20	Thu 10/1/20						
42	FNE Manufacture Equipment	Thu 10/1/20	Thu 10/1/20						
43	FNE Equipment Ordering and Manufacturing Complete	Thu 10/1/20	Thu 10/1/20						
44	FNE System Build Staging and CCSI Acceptance Test	Thu 9/3/20	Thu 10/22/20						

ID	Task Name	Start	Finish	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021
45	FNE System Build	Thu 9/3/20	Thu 9/24/20						
46	FNE Configure and Validate Equipment	Thu 9/3/20	Thu 9/24/20						
47	FNE CCSI Acceptance Test Complete	Fri 10/2/20	Thu 10/8/20						
48	FNE Breakdown / Pack for Shipment	Fri 10/9/20	Thu 10/15/20						
49	FNE Ship to Warehouse	Fri 10/16/20	Thu 10/22/20						
50	Manufacturing and Staging Complete	Thu 10/22/20	Thu 10/22/20						
51	Civil Work	Mon 7/6/20	Fri 4/9/21						
52	New BIAH: Development, Green Site	Mon 7/6/20	Fri 4/9/21						
53	New BIAH: NTP from Customer	Mon 7/6/20	Mon 7/6/20						
54	New BIAH: Pre Construction	Mon 7/6/20	Wed 11/11/20						
55	New BIAH: Site Design	Mon 7/6/20	Wed 8/26/20						
56	New BIAH: Site Visit with A&E - finalize from Presale	Mon 7/6/20	Mon 7/6/20						
57	New BIAH: Site Survey Conducted - finalize from presale	Tue 7/7/20	Mon 7/20/20						
58	New BIAH: Microwave Path Studies Conducted-finalized from presale	Tue 7/21/20	Mon 8/3/20						
59	New BIAH: Site Sketch Exhibit Prepared - Completed in presale	Mon 7/6/20	Mon 7/6/20						
60	New BIAH: Geotechnical Testing&Report Completed by COH	Tue 7/7/20	Tue 7/7/20						
61	New BIAH: Zoning Drawings Completed	Tue 7/21/20	Mon 7/27/20						
62	New BIAH: Shelter Design and Drawings Developed - finalize from presale	Tue 7/21/20	Thu 7/23/20						
63	New BIAH: Construction Drawings Completed	Fri 7/24/20	Tue 7/28/20						
64	New BIAH: Construction Drawings Delivered	Tue 7/28/20	Tue 7/28/20						
65	New BIAH: Construction Drawings Reviewed and Approved	Wed 7/29/20	Wed 8/26/20						
66	New BIAH: Site Permits and Approvals	Tue 7/21/20	Wed 11/11/20						
67	New BIAH: Land Disturbance Permit Application Completed by COH	Tue 7/21/20	Tue 7/21/20						
68	New BIAH: COH to Conduct NEPA/SEPA/SHPO Studies	Wed 7/22/20	Wed 10/14/20						
69	New BIAH: Land Use/Zoning Application and Approvals completed by COH	Tue 7/28/20	Tue 9/29/20						
70	New BIAH: FAA Application and Approval Completed by COF	Tue 7/28/20	Tue 9/29/20						
71	New BIAH: FCC Tower Registration Application Submitted by COH	Tue 7/28/20	Mon 8/3/20						
72	New BIAH: Zoning & Permitting Completed by COH	Tue 7/28/20	Tue 9/29/20						
73	New BIAH: Electrical Permit Application Approval by COH	Thu 8/27/20	Thu 9/17/20						
74	New BIAH: Building and Construction Permit Application and Approval by COH	Thu 10/15/20	Wed 11/11/20						
75	New BIAH: Construction NTP	Wed 11/11/20	Wed 11/11/20						
76	New BIAH: Construction	Thu 11/12/20	Fri 4/9/21						
77	New BIAH: Pre-Construction Meeting and Construction Staking	Thu 11/12/20	Thu 11/12/20						
78	New BIAH: Utility Coordination, Green Site	Fri 11/13/20	Tue 3/23/21						
79	New BIAH: Utility Site Walk with COH	Fri 11/13/20	Fri 11/13/20						
80	New BIAH: Utility and 3rd Party Marking by COH	Mon 11/16/20	Mon 11/16/20						
81	New BIAH: COH to run Utility and natural gas lines to demarc point	Mon 11/1/21	Mon 2/8/21						
82	New BIAH: Power Ordered by COH	Tue 2/9/21	Tue 2/9/21						
83	New BIAH: Power Order Fulfilled by COH	Wed 2/10/21	Tue 3/23/21						
84	New BIAH: Utility Coordination Completed by COH	Tue 3/23/21	Tue 3/23/21						
85	New BIAH: Site Preparation	Thu 11/19/20	Tue 12/1/20						
86	New BIAH: Construction Start	Thu 11/19/20	Thu 11/19/20						
87	New BIAH: Clearing/Grubbing of Site	Fri 11/20/20	Mon 11/23/20						
88	New BIAH: Erosion Control	Fri 11/20/20	Fri 11/20/20						

ID	Task Name	Start	Finish	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021
89	New BIAH: Access Road Grading	Fri 11/20/20	Wed 11/25/20						
90	New BIAH: Rough Grading/Excavation/Compaction of Compound	Fri 11/20/20	Mon 11/30/20						
91	New BIAH: Final Staking	Tue 12/1/20	Tue 12/1/20						
92	New BIAH: Site Preparation Complete	Tue 12/1/20	Tue 12/1/20						
93	New BIAH: Site Components	Fri 11/20/20	Thu 12/1/21						
94	New BIAH: Tower Foundation / Pier	Tue 12/8/20	Thu 12/1/21						
95	New BIAH: Ship Tower and Tower Components	Tue 12/8/20	Tue 12/8/20						
96	New BIAH: Tower Foundation Excavation / Drilling	Tue 12/8/20	Tue 12/8/20						
97	New BIAH: Tower Excavation Inspection	Wed 12/9/20	Tue 12/15/20						
98	New BIAH: Tower Rebar Delivery	Wed 12/16/20	Wed 12/16/20						
99	New BIAH: Tower Form and Rebar Installation	Wed 12/16/20	Wed 12/16/20						
100	New BIAH: Tower Foundation Form / Rebar Inspection	Thu 12/17/20	Mon 12/28/20						
101	New BIAH: Tower Foundation / Pier Concrete Pour & Cure	Tue 12/29/20	Tue 12/29/20						
102	New BIAH: Tower Foundation Inspection	Wed 12/30/20	Wed 1/20/21						
103	New BIAH: Equipment Shelter Foundation	Thu 1/21/21	Thu 1/21/21						
104	New BIAH: Ship Equipment Shelter	Fri 1/20/20	Thu 1/7/21						
105	New BIAH: Equipment Shelter Rebar Delivery	Wed 12/9/20	Wed 12/9/20						
106	New BIAH: Equipment Shelter Foundation Excavation	Wed 12/9/20	Wed 12/9/20						
107	New BIAH: Equipment Shelter Foundation Excavation Inspection	Fri 11/20/20	Tue 11/24/20						
108	New BIAH: Equipment Shelter Form and Rebar Installation	Wed 11/25/20	Wed 11/25/20						
109	New BIAH: Equipment Shelter Foundation Form/Rebar Inspection	Thu 12/10/20	Mon 12/14/20						
110	New BIAH: Equipment Shelter Foundation Concrete Pour and Cure	Tue 12/15/20	Tue 12/15/20						
111	New BIAH: Equipment Shelter Foundation Inspection	Tue 12/15/20	Wed 1/6/21						
112	New BIAH: Generator Shelter Foundation	Thu 1/7/21	Thu 1/7/21						
113	New BIAH: Ship Generator Shelter	Wed 12/9/20	Thu 1/4/21						
114	New BIAH: Generator Shelter Rebar Delivery	Wed 12/9/20	Wed 12/9/20						
115	New BIAH: Generator Shelter Foundation Excavation	Thu 12/10/20	Thu 12/10/20						
116	New BIAH: Generator Shelter Foundation Excavation Inspection	Fri 12/11/20	Tue 12/15/20						
117	New BIAH: Generator Shelter Foundation Excavation Inspection	Wed 12/16/20	Wed 12/16/20						
118	New BIAH: Generator Shelter Form and Rebar Installation	Thu 12/17/20	Mon 12/21/20						
119	New BIAH: Generator Shelter Foundation Form/Rebar Inspection	Tue 12/22/20	Tue 12/22/20						
120	New BIAH: Generator Shelter Foundation Concrete Pour and Cure	Tue 12/22/20	Wed 1/13/21						
121	New BIAH: Generator Shelter Foundation Inspection	Thu 1/14/21	Thu 1/14/21						
122	New BIAH: Fuel Tank Foundation	Wed 12/22/20	Thu 1/7/21						
123	New BIAH: Ship Fuel Tanks and Components	Wed 12/2/20	Wed 12/2/20						
124	New BIAH: Fuel Tank Rebar Delivery	Thu 12/3/20	Thu 12/3/20						
125	New BIAH: Fuel Tank Foundation Excavation	Fri 12/4/20	Tue 12/8/20						
126	New BIAH: Fuel Tank Foundation Excavation Inspection	Wed 12/9/20	Wed 12/9/20						
127	New BIAH: Fuel Tank Form and Rebar Installation	Thu 12/10/20	Mon 12/14/20						
128	New BIAH: Fuel Tank Foundation Concrete Pour and Cure	Tue 12/15/20	Wed 1/6/21						
129	New BIAH: Fuel Tank Foundation Inspection	Thu 1/7/21	Thu 1/7/21						
130	New BIAH: Site Components Installation	Fri 1/22/21	Mon 3/22/21						
131	New BIAH: Electrical Preparation	Fri 1/22/21	Mon 2/8/21						
132	New BIAH: H-Frame Installation	Fri 1/22/21	Fri 1/22/21						
133	New BIAH: Trenching for Underground Electrical Service	Mon 1/25/21	Tue 1/26/21						

ID	Task Name	Start	Finish	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021
133	New BIAH: Electrical Conduit Installation	Wed 1/27/21	Thu 1/28/21						
134	New BIAH: Electrical Conduit Inspection	Fri 1/29/21	Fri 1/29/21						
135	New BIAH: Backfill Service Trench	Mon 2/1/21	Mon 2/1/21						
136	New BIAH: Power Stub up/wire Installation	Tue 2/2/21	Wed 2/3/21						
137	New BIAH: Install Ground Ring	Thu 2/4/21	Fri 2/5/21						
138	New BIAH: Ground Field Inspection	Mon 2/8/21	Mon 2/8/21						
139	New BIAH: Electrical Preparation Complete	Mon 2/8/21	Mon 2/8/21						
140	New BIAH: Tower Installation	Tue 2/9/21	Thu 2/25/21						
141	New BIAH: FAA Notification (7460-2)	Tue 2/9/21	Tue 2/9/21						
142	New BIAH: Tower Delivery	Tue 2/9/21	Tue 2/9/21						
143	New BIAH: Tower Assembly and Stacking	Wed 2/10/21	Tue 2/23/21						
144	New BIAH: Tower Plumbness Check	Tue 2/23/21	Tue 2/23/21						
145	New BIAH: FAA Tower Completion Notification (7460-2)	Tue 2/23/21	Tue 2/23/21						
146	New BIAH: Tower Grounding	Wed 2/24/21	Thu 2/25/21						
147	New BIAH: Backfill Tower Foundation	Wed 2/24/21	Thu 2/25/21						
148	New BIAH: Tower Complete	Thu 2/25/21	Thu 2/25/21						
149	New BIAH: Equipment Shelter Installation	Wed 2/24/21	Mon 3/15/21						
150	New BIAH: Equipment Shelter Delivered to Site	Wed 2/24/21	Wed 2/24/21						
151	New BIAH: Offload and Set/Install Shelter	Thu 2/25/21	Thu 2/25/21						
152	New BIAH: Mating services for Shelter which will arrive in 2 pieces	Fri 2/26/21	Thu 3/11/21						
153	New BIAH: Building Inspection	Fri 3/12/21	Fri 3/12/21						
154	New BIAH: Equipment Shelter Grounding	Fri 3/12/21	Mon 3/15/21						
155	New BIAH: Backfill and Compact	Fri 3/12/21	Mon 3/15/21						
156	New BIAH: Equipment Shelter Complete	Mon 3/15/21	Mon 3/15/21						
157	New BIAH: Generator Shelter Installation	Wed 2/24/21	Tue 3/2/21						
158	New BIAH: Generator Shelter Delivered to Site	Wed 2/24/21	Wed 2/24/21						
159	New BIAH: Offload and Set/Install Shelter	Thu 2/25/21	Thu 2/25/21						
160	New BIAH: Building Inspection	Fri 2/26/21	Fri 2/26/21						
161	New BIAH: Generator Shelter Grounding	Mon 3/1/21	Tue 3/2/21						
162	New BIAH: Backfill and Compact	Mon 3/1/21	Tue 3/2/21						
163	New BIAH: Generator Shelter Complete	Tue 3/2/21	Tue 3/2/21						
164	New BIAH: Fuel Tank Installation	Wed 2/24/21	Tue 3/2/21						
165	New BIAH: Fuel Tanks and Components Delivered to site	Wed 2/24/21	Wed 2/24/21						
166	New BIAH: Install Fuel Tanks, Components and Piping	Thu 2/25/21	Thu 2/25/21						
167	New BIAH: Inspection and Leak Test	Fri 2/26/21	Fri 2/26/21						
168	New BIAH: Tank Grounding	Fri 2/26/21	Mon 3/1/21						
169	New BIAH: Backfill and Compact	Mon 3/1/21	Tue 3/2/21						
170	New BIAH: Fuel Tanks Complete	Tue 3/2/21	Tue 3/2/21						
171	New BIAH: Final Power & Connections to Equipment & Generator Shelter	Tue 3/16/21	Mon 3/22/21						
172	New BIAH: Start-Up and Testing	Wed 3/24/21	Mon 3/29/21						
173	New BIAH: COH to Provide Permanent Power to Site	Wed 3/24/21	Wed 3/24/21						
174	New BIAH: Generator Start-Up/Test Shelter Power System	Thu 3/25/21	Thu 3/25/21						
175	New BIAH: Start-Up Test ATS/UPS	Fri 3/26/21	Fri 3/26/21						
176	New BIAH: Ground Testing and Inspection	Mon 3/29/21	Mon 3/29/21						

ID	Task Name	Start	Finish	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021
177	New BIAH: Antenna and Lines	Wed 12/9/20	Thu 3/4/21						
178	New BIAH: Ship Antennas, Lines and Accessories to the Site	Wed 12/9/20	Tue 12/15/20						
179	New BIAH: RF Antennas and Lines Installation	Fri 2/26/21	Thu 3/4/21						
180	New BIAH: Site Restoration	Tue 3/23/21	Thu 4/1/21						
181	New BIAH: Compound Fence and Gate Installation	Tue 3/23/21	Mon 3/29/21						
182	New BIAH: Compound Fence Grounding	Tue 3/30/21	Wed 3/31/21						
183	New BIAH: Final Ground Connections	Tue 3/30/21	Tue 3/30/21						
184	New BIAH: Final Grade and Stone Compound and Access Road	Wed 3/31/21	Thu 4/1/21						
185	New BIAH: Provide Final Grading of Disturbed Areas Around Compound	Thu 4/1/21	Thu 4/1/21						
186	New BIAH: Final Restoration and Touch Up	Thu 4/1/21	Thu 4/1/21						
187	New BIAH: Restoration Complete	Thu 4/1/21	Thu 4/1/21						
188	New BIAH: Close-Out	Fri 4/2/21	Fri 4/9/21						
189	New BIAH: Punch List Walk	Fri 4/2/21	Fri 4/2/21						
190	New BIAH: Punch List Completion	Mon 4/5/21	Fri 4/9/21						
191	New BIAH: Green Site Ready for Installation	Fri 4/9/21	Fri 4/9/21						
192	Civil Work Complete	Fri 4/9/21	Fri 4/9/21						
193	System Installation	Tue 9/8/20	Fri 6/4/21						
194	Receipt and Inventory of Equipment	Tue 9/8/20	Thu 10/29/20						
195	Receive Non-Staged Equipment (DC Batteries)	Tue 9/8/20	Mon 9/14/20						
196	Receive Staged Equipment (MW and RF)	Fri 10/23/20	Thu 10/29/20						
197	New BIAH: Equipment Installation	Mon 4/12/21	Fri 6/4/21						
198	New BIAH: Installation	Mon 4/12/21	Mon 5/24/21						
199	New BIAH: Install and Test DC Power (Rack 7-3 and 7-4)	Mon 4/12/21	Fri 4/16/21						
200	New BIAH: Install and Test Microwave Equipment	Mon 4/19/21	Fri 5/14/21						
201	New BIAH: Nokia MW Radio Rack Installation and Test (Rack 5-3)	Mon 4/19/21	Fri 5/14/21						
202	New BIAH: Install & Configure ASTRO 25 DSR and RF Sites	Mon 4/12/21	Mon 5/24/21						
203	New BIAH: Install DSR & Switching & Routing Center (Rack 7-1 & 7-2)	Mon 4/12/21	Thu 4/15/21						
204	New BIAH: Install ASTRO 25 10 CH Simulcast Site (Rack 6-5 & 6-4)	Fri 4/16/21	Wed 4/21/21						
205	New BIAH: Install MOSCAD and Site Routers (Rack 6-3)	Thu 4/22/21	Fri 4/23/21						
206	New BIAH: Install IP NICE Logging Recorder and Dispatch Equipment (Rack 5)	Mon 4/26/21	Fri 4/30/21						
207	New BIAH: Install Desk with NIM & KMF Clients, Dispatch OP, Playback station	Mon 5/3/21	Fri 5/7/21						
208	New BIAH: Install WAVE 5000 Equipment (Rack 3-2)	Mon 5/10/21	Fri 5/14/21						
209	New BIAH: Install SDM3000 Equipment (Rack 2-1)	Mon 5/17/21	Tue 5/18/21						
210	New BIAH: Install ASTRO 25 8-CH Standalone Repeater Site (Rack 2-2 & 2-3)	Wed 5/19/21	Fri 5/21/21						
211	New BIAH: Install Spare Rack (Rack 6-6)	Mon 5/24/21	Mon 5/24/21						
212	New BIAH: Site Optimization	Tue 5/25/21	Fri 6/4/21						
213	New BIAH: FNE R-56 Inspection	Tue 5/25/21	Tue 5/25/21						
214	New BIAH: Site Configuration	Wed 5/26/21	Thu 5/27/21						
215	New BIAH: Program/Optimize Site	Fri 5/28/21	Fri 6/4/21						
216	New BIAH: Site Optimization Complete	Fri 6/4/21	Fri 6/4/21						
217	New BIAH: Site Installation Complete	Fri 6/4/21	Fri 6/4/21						
218	System Installation Complete	Fri 6/4/21	Fri 6/4/21						
219	Perform System Acceptance Testing	Mon 6/7/21	Wed 6/23/21						
220	Microwave Hop Test - Customer Witnessed	Mon 6/7/21	Wed 6/9/21						

ID	Task Name	Start	Finish	Qtr. 2, 2020	Qtr. 3, 2020	Qtr. 4, 2020	Qtr. 1, 2021	Qtr. 2, 2021	Qtr. 3, 2021
221	MW Hop Test between the 3 hops	Mon 6/7/21	Wed 6/9/21						
222	Microwave Testing Complete	Wed 6/9/21	Wed 6/9/21						
223	System Optimization	Thu 6/10/21	Wed 6/16/21						
224	System Acceptance Testing Conducted	Thu 6/17/21	Wed 6/23/21						
225	Document System Acceptance Test Results	Thu 6/17/21	Wed 6/23/21						
226	System Testing Acceptance	Wed 6/23/21	Wed 6/23/21						
227	Cut-Over	Thu 6/24/21	Wed 6/30/21						
228	Verify System Readiness	Thu 6/24/21	Thu 6/24/21						
229	Cutover	Fri 6/25/21	Wed 6/30/21						
230	30-day Operational Reliability Testing	Wed 6/30/21	Fri 7/30/21						
231	Project Close	Thu 7/1/21	Tue 9/7/21						
232	Punch List Resolution	Thu 7/1/21	Wed 7/14/21						
233	Decommission Existing site, inventory equipment, and relocate to COH Green's Road Fac	Tue 8/3/21	Mon 8/30/21						
234	Finalize Documentation and Deliver As-Builts	Thu 7/1/21	Wed 7/14/21						
235	Complete Service Transition Meeting	Thu 7/1/21	Thu 7/1/21						
236	Final System Acceptance	Tue 9/7/21	Tue 9/7/21						

Qtr 3, 2021 | Qtr 4, 2021 | Qtr 1, 2022 | Qtr 2, 2022 | Qtr 3, 2022 | Qtr 4, 2022 | Qtr 1, 2023 | Qtr 2, 2023 | Qtr 3, 2023 | Qtr 4, 2023 | Qtr 1, 2024 | Qtr 2, 2024 | Qtr 3, 2024 | Qtr 4, 2024 | Qtr 1,

SECTION 5

ACCEPTANCE TEST PLAN

5.1 ACCEPTANCE TEST PLAN

Acceptance of the proposed ASTRO 25 radio and DSR equipment is based on completion of the Acceptance Test Plan (ATP). Motorola will execute agreed-upon test procedures to confirm that the proposed equipment has been designed and installed to meet the features and performance capabilities agreed upon. Acceptance testing will be conducted under the direction of the Motorola Project Manager with teams consisting of representatives from City of Houston and Houston Airport System. Successful completion of the Acceptance Test Plan requires the system to be operational and the necessary parties to be available to participate in the testing.

5.1.1 Proposed Acceptance Test Procedures (ATPs)

The Acceptance Tests are guided and completed through the execution of test scripts. These test scripts will be provided and finalized with the City of Houston and Houston Airport System during the detailed design review.

5.1.2 Conducting Tests

Each test will begin on the date agreed upon by the City of Houston, Houston Airport System and Motorola Solutions.

SECTION 6

WARRANTY AND MAINTENANCE PLAN

6.1 ESSENTIAL SERVICES OVERVIEW

In order to ensure that the City of Houston/Houston Airport System has access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes our Essential Services offering to the City of Houston/Houston Airport System. Appropriate for customers who need immediate access to Motorola's technical personnel, Essential Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep City of Houston/Houston Airport System's system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.

These services will be delivered to City of Houston/Houston Airport System through a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola's Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

6.2 ESSENTIAL SERVICES DESCRIPTIONS

6.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of City of Houston/Houston Airport System's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between City of Houston/Houston Airport System, third-party subcontractors and manufacturers, and Motorola. When City of Houston/Houston Airport System's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting City of Houston/Houston Airport System's inquiries, requests, concerns, and related

tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

6.2.2 Network Hardware Repair

Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola has also included **Network Hardware Repair with Advanced Replacement** to the City of Houston/Houston Airport System. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If City of Houston/Houston Airport System prefers to maintain their existing FRU inventory, City of Houston/Houston Airport System will be able to request a "loaner" FRU while their unit is being repaired.

6.2.3 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide City of Houston/Houston Airport System with security updates that are pre-tested by Motorola and installed by City of Houston/Houston Airport System's personnel. Motorola's dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to City of Houston/Houston Airport System. Once an update is fully tested and ready for deployment in City of Houston/Houston Airport System's system, Motorola will post it to a secured extranet website and send an email notification to City of Houston/Houston Airport System. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation for City of Houston/Houston Airport System along with the updates on the website.

6.3 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

6.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

6.3.2 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate City of Houston/Houston Airport System's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in City of Houston/Houston Airport System's system. All components being repaired are tracked throughout the process, from shipment by City of Houston/Houston Airport System to return through a case management system where users can view the repair status of the equipment via a web portal.

6.3.3 Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for City of Houston/Houston Airport System, is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, City of Houston/Houston Airport System's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 6-1: MyView Portal offers real-time, role-based access to critical system and services information.

SECTION 7

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to Houston Airport System:

Equipment Cost/Documentation/Site Equipment (DIR Equipment Contract Pricing)	\$3,927,402.00
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Implementation Cost (Including System Integration, System Implementation, Installation, MWBE, POP, and Optimization	\$4,177,767.00
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Total System Cost	\$8,105,169.00
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System Incentive for HAS	-\$400,000.00
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(Incentive based on purchase prior to Sept. 30, 2020)

System Investment for HAS	\$7,705,169.00
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Contingency: Cover design/scope gap. Any use of this will be captured in the change order process defined in this document.	\$500,000.00
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SECTION 85/11/2020

CONTRACTUAL DOCUMENTATION

8.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions' contractual documentation is attached in the pages below.



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential

Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or

applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the

Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____
Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the

installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System

Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in

writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this

Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache,

store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will

pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Houston Airport System IAH Relocation Pricing Summary and Options DIR

Equipment Area	Line Item	Qty	Model #	Description	APC	Discount	DIR Price	DIR Extended Price
			Equipment	Houston Airport System IAH Relocation Project				
DC POWER SYSTEM		1	DSELEKTOPPOWER	DC POWER SYSTEM BY ELTEK	207	10.0%	\$ 332,133.30	\$ 332,133.30
SRC/TRAK	1	2	DS11011188	PDU, 120/240 SPLIT PH OR N-1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT			\$ 2,511.00	\$ 5,022.00
SRC/TRAK	2	24	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1103-1188)			\$ 55.80	\$ 1,339.20
SRC/TRAK	3	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS			\$ 232.20	\$ 232.20
SRC/TRAK	4	1	DSTRAK91008EDC	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC			\$ 34,310.70	\$ 34,310.70
SRC/TRAK	5	2	DSTRAK91061	FOUR PORT DDM			\$ 763.20	\$ 1,526.40
SRC/TRAK	6	1	DSTRAK93007DC	DISTRIBUTION SHELF FOR 9140 DC			\$ 12,654.00	\$ 12,654.00
SRC/TRAK	7	50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT			\$ 1.58	\$ 78.75
SRC/TRAK	8	4	DN09769	FSJ1-50A CABLE: 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE			\$ 18.00	\$ 72.00
SRC/TRAK	9	1	SQM01SUM0238	SRC7500 SWITCHING ROUTING CENTER (7.13 AND BEYOND)			\$ 1,080.00	\$ 1,080.00
SRC/TRAK	9a	1	CA02874AA	ADD: MOUNT SRC IN 42 RU CABINET			\$ 2,700.00	\$ 2,700.00
SRC/TRAK	9b	1	CA03322AA	ADD: SRC 7500 FOR 7.17.2			\$ -	\$ -
SRC/TRAK	9c	1	CA03325AA	ADD: HIGH TIER CORE LAN SWITCHES (144 PORTS)			\$ 26,190.00	\$ 26,190.00
SRC/TRAK	9d	1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD			\$ 28,260.00	\$ 28,260.00
SRC/TRAK	9e	1	CA01359AA	ADD: INTERZONE CAPABILITY ETHERNET			\$ 37,260.00	\$ 37,260.00
SRC/TRAK	9f	1	CA01351AA	ADD: QTY 2 PAIRS CORE ROUTERS ETH			\$ 74,520.00	\$ 74,520.00
DSR	10	2	DS11011188	PDU, 120/240 SPLIT PH OR N-1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT			\$ 2,511.00	\$ 5,022.00
DSR	11	24	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1103-1188)			\$ 55.80	\$ 1,339.20
DSR	12	5	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS			\$ 232.20	\$ 1,161.00
DSR	13	1	SQM01SUM0231	DYNAMIC SYSTEM RESILIENCE			\$ 16,300.00	\$ 16,300.00
DSR	13a	1	CA01511AA	DSR VOICE			\$ -	\$ -
DSR	13b	1	CA01512AA	DSR DATA			\$ -	\$ -
DSR	13c	1	CA02847A8	ADD: M3 ADDITIONAL ZONE DSR 7.17			\$ 70,090.00	\$ 70,090.00
DSR	13d	1	CA03143AA	ADD: M3 ADDITIONAL ZONE DSR 7.17 HW			\$ 49,128.20	\$ 49,128.20
DSR	13e	1	CA02839AA	ADD: CABINET			\$ 2,445.00	\$ 2,445.00
DSR	13f	1	CA02077AE	ADD: DSR CAPABILITY TRKD INT DATA			\$ 48,085.00	\$ 48,085.00
DSR	13g	1	CA02835A8	ADD: WINDOW SUPPLEMENTAL TRANS CONFIG 7.17			\$ -	\$ -
DSR	14	1	T7688	KEY MANAGEMENT FACILITY			\$ -	\$ -
DSR	14	1	ZA01180AA	ADD: KMF SERVER AND WEB CLIENT SW			\$ 89,250.00	\$ 89,250.00
DSR	15	1	TT2872	DL380 G9 SERVER WITH WINDOWS SERVER 2012 EMBEDDED			\$ 11,600.00	\$ 11,600.00
DSR	15a	1	ZA00861AA	ADD: MORE THAN 1000 RADIO USERS			\$ 63,750.00	\$ 63,750.00
DSR	15b	1	ZA00975AA	64 AGENCY PARTITIONING			\$ 42,500.00	\$ 42,500.00
DSR	15c	8	ZA00864AA	ADD: ADDITIONAL CLIENT LICENSE			\$ 12,750.00	\$ 102,000.00
DSR	16	1	TKN9285	RACK MOUNT KIT FOR CRYPT II			\$ 128.25	\$ 128.25
DSR	17	1	SQM01SUM0222	KMF CRYPT			\$ 637.50	\$ 637.50
DSR	17a	1	CA00147AG	ADD: BASIC SOFTWARE OPTION			\$ 2,975.00	\$ 2,975.00
DSR	17b	1	CA00182AV	ADD: AES 256 ENCRYPTION KIT			\$ 637.50	\$ 637.50
DSR	17c	1	CA02066AA	AC Line Card, North America			\$ -	\$ -

10CH SIMULCAST SITE	32k	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	112	24.0%	\$	376.20	\$	376.20	\$	376.20
10CH SIMULCAST SITE	32l	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION	112	24.0%	\$	-	\$	-	\$	-
10CH SIMULCAST SITE	32m	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION	112	24.0%	\$	-	\$	-	\$	-
10CH SIMULCAST SITE	33	1	DS1101188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT	207	10.0%	\$	2,511.00	\$	2,511.00	\$	2,511.00
10CH SIMULCAST SITE	34	12	D53750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	207	10.0%	\$	55.80	\$	55.80	\$	55.80
10CH SIMULCAST SITE	35	1	D53750297	SPD, R-45 OR HARDWARE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	207	10.0%	\$	108.90	\$	108.90	\$	108.90
10CH SIMULCAST SITE	36	2	DS1S148CIT	RACK MOUNT GROUND BAR, 19 IN FOR TS1 AND WPH SERIES DATA SPOS	207	10.0%	\$	76.50	\$	76.50	\$	76.50
10CH SIMULCAST SITE	37	1	DS432F83WQ1M48	MULTICOUPLER UNIT, DUAL DIVERSITY, 796- 824 MHZ, SNMP, 48VDC	457	20.0%	\$	5,181.60	\$	5,181.60	\$	5,181.60
10CH SIMULCAST SITE	38	1	DS432F83WQ1M48	TTA, DUAL DIVERSITY, 794-824MHZ, DUAL DIVERSITY, TOWER BOX,	457	20.0%	\$	7,617.60	\$	7,617.60	\$	7,617.60
MOSCAD/GGM/SW	39	1	TRN7343	SEVEN AND A HALF FOOT RACK	509	25.0%	\$	371.25	\$	371.25	\$	371.25
MOSCAD/GGM/SW	40	1	DS1101188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT	207	10.0%	\$	2,511.00	\$	2,511.00	\$	2,511.00
MOSCAD/GGM/SW	41	12	D53750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	207	10.0%	\$	55.80	\$	55.80	\$	55.80
MOSCAD/GGM/SW	42	2	CLM1868	2930F 24-PORT SWITCH	147	10.0%	\$	2,250.00	\$	2,250.00	\$	4,500.00
MOSCAD/GGM/SW	43	2	SQM015UM0205	GGM 8000 GATEWAY	147	10.0%	\$	4,725.00	\$	4,725.00	\$	9,450.00
MOSCAD/GGM/SW	43a	2	CA01616AA	ADD: AC POWER	147	10.0%	\$	-	\$	-	\$	-
MOSCAD/GGM/SW	44	1	F4544	SITE MANAGER ADVANCED	469	15.0%	\$	2,550.00	\$	2,550.00	\$	2,550.00
MOSCAD/GGM/SW	44a	1	V266	ADD: 90VAC TO 260VAC PS TO SM	469	15.0%	\$	102.00	\$	102.00	\$	102.00
MOSCAD/GGM/SW	44b	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL	469	15.0%	\$	1,572.50	\$	1,572.50	\$	1,572.50
MOSCAD/GGM/SW	44c	3	V592	AAD TERM BLK & CONN W/	469	15.0%	\$	76.50	\$	76.50	\$	229.50
MOSCAD/GGM/SW	45	1	F4548	SM IO EXPANSION ADVANCED	469	15.0%	\$	1,020.00	\$	1,020.00	\$	1,020.00
MOSCAD/GGM/SW	45a	1	VA00905	ADD: 24/48 VDC PS TO SM	469	15.0%	\$	102.00	\$	102.00	\$	102.00
MOSCAD/GGM/SW	45b	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL	469	15.0%	\$	1,572.50	\$	1,572.50	\$	1,572.50
MOSCAD/GGM/SW	45c	3	V592	AAD TERM BLK & CONN W/	469	15.0%	\$	76.50	\$	76.50	\$	229.50
LOGGING/DISP	46	1	TRN7343	SEVEN AND A HALF FOOT RACK	509	25.0%	\$	371.25	\$	371.25	\$	371.25
LOGGING/DISP	47	1	DS1101188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT	207	10.0%	\$	2,511.00	\$	2,511.00	\$	2,511.00
LOGGING/DISP	48	12	D53750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	207	10.0%	\$	55.80	\$	55.80	\$	55.80
LOGGING/DISP	49	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (B) 15A NEMA 5-15 OUTLETS	207	10.0%	\$	232.20	\$	232.20	\$	464.40
LOGGING/DISP	50	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (B) 15A NEMA 5-15 OUTLETS	207	10.0%	\$	232.20	\$	232.20	\$	464.40
LOGGING/DISP	51	2	CLM1868	2930F 24-PORT SWITCH	147	10.0%	\$	2,250.00	\$	2,250.00	\$	4,500.00
LOGGING/DISP	52	2	SQM015UM0205	GGM 8000 GATEWAY	147	10.0%	\$	4,725.00	\$	4,725.00	\$	9,450.00
LOGGING/DISP	52a	2	CA01616AA	ADD: AC POWER	147	10.0%	\$	-	\$	-	\$	-
LOGGING/DISP	53	1	TT286	PARALLEL ASTRO 120 SIMUL CALL RECORDERS BASE BUNDLE PRO	229	24.0%	\$	106,194.80	\$	106,194.80	\$	106,194.80
LOGGING/DISP	54	1	TT2694	NICE APPLICATIONS SERVER	229	24.0%	\$	10,591.36	\$	10,591.36	\$	10,591.36
LOGGING/DISP	55a	1	TT05720AA	NICE APPLICATIONS SERVER	229	24.0%	\$	-	\$	-	\$	-
LOGGING/DISP	55	1	DDN2521	ADD: IP LOGGING RECORDER FOR USE ON 7.17 SYSTEMS	229	24.0%	\$	304.00	\$	304.00	\$	304.00
LOGGING/DISP	56	5	DDN2522	MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE	229	24.0%	\$	304.00	\$	304.00	\$	1,520.00
LOGGING/DISP	57	1	DDN2663	NICE INFORM 9 CHANNEL FLAG	229	24.0%	\$	-	\$	-	\$	-
LOGGING/DISP	58	2	TT3492	ZZ 64 MINI WORKSTATION NON RETURNAB	708	20.0%	\$	2,000.00	\$	2,000.00	\$	4,000.00
LOGGING/DISP	59	1	DF2B56AA	USB EXTERNAL DVD DRIVE	708	20.0%	\$	137.60	\$	137.60	\$	137.60
LOGGING/DISP	60	2	B1953	MOTOROLA VOICE PROCESSOR MODULE	443	25.0%	\$	8,940.00	\$	8,940.00	\$	17,880.00
LOGGING/DISP	60a	2	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	443	25.0%	\$	13,554.00	\$	13,554.00	\$	27,108.00
LOGGING/DISP	60b	2	CA00147AF	ADD: MCC 7500 SECURE OPERATION	443	25.0%	\$	2,925.00	\$	2,925.00	\$	5,850.00
LOGGING/DISP	60c	2	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION	443	25.0%	\$	3,015.00	\$	3,015.00	\$	6,030.00
LOGGING/DISP	60d	2	CA00182AB	ADD: AES ALGORITHM	443	25.0%	\$	675.00	\$	675.00	\$	1,350.00
LOGGING/DISP	60e	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	443	25.0%	\$	-	\$	-	\$	-

LOGGING/DISP	61	2	DDN9748	19 INCH BLACK SHELF	229	24.0%	\$	189.24	\$	378.48
MICROWAVE	62	1	DSNOKAINFINITYPLA	INFINITY IAH MOVE OPTION B	131	15.0%	\$	314,337.65	\$	314,337.65
MCC7500	70	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	708	20.0%	\$	1,137.60	\$	1,137.60
MCC7500	71	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	708	20.0%	\$	137.60	\$	137.60
MCC7500	72	1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB	708	20.0%	\$	74.40	\$	74.40
MCC7500	73	1	CDN6673	PC DESKTOP SPEAKERS	708	20.0%	\$	36.60	\$	36.60
MCC7500	74	2	B1952	SPEAKER, DESKTOP, USB	244	10.0%	\$	436.50	\$	873.00
MCC7500	74a	2	CA03432AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M	754	10.0%	\$	35.10	\$	70.20
MCC7500	74b	2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	754	10.0%	\$	11.70	\$	23.40
MCC7500	75	1	B1941	USB AUDIO INTERFACE MODULE	443	25.0%	\$	1,425.00	\$	1,425.00
MCC7500	76	1	B1913	MCC SERIES HEADSET JACK	443	25.0%	\$	150.00	\$	150.00
MCC7500	77	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	443	25.0%	\$	187.50	\$	187.50
MCC7500	78	1	RLN6098	HDSIT MODULE BASE W/PRT, 15 FT CBL	706	2000.0%	\$	(3,990.00)	\$	(3,990.00)
MCC7500	79	1	RMNS077B	SUPRAPLUS SINGLE MUFF HEADSET	706	20.0%	\$	88.00	\$	88.00
MCC7500	80	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DIS	708	20.0%	\$	232.00	\$	232.00
MCC7500	81	1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS	708	20.0%	\$	24.00	\$	24.00
MCC7500	82	1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS	708	20.0%	\$	33.60	\$	33.60
MCC7500	83	1	DLN6691	HP LASERJET PRINTER CP9525DN 220V	424	15.0%	\$	3,825.00	\$	3,825.00
MM CLIENTS	84	2	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB	708	20.0%	\$	2,000.00	\$	4,000.00
MM CLIENTS	85	2	T7885	MCAFEES WINDOWS AV CLIENT	580	0.0%	\$	165.00	\$	330.00
MM CLIENTS	86	2	T8363	ASTRO 7.17 CLIENT	877	18.5%	\$	692.75	\$	1,385.50
MM CLIENTS	87	2	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH	708	20.0%	\$	2,032.00	\$	4,064.00
KMF CLIENT	88	1	T7885	MCAFEES WINDOWS AV CLIENT	580	0.0%	\$	165.00	\$	165.00
KMF CLIENT	89	1	T8363	ASTRO 7.17 CLIENT	877	18.5%	\$	692.75	\$	692.75
KMF CLIENT	90	2	DSMT9234MUCDCXR	TECH MODRM BY MULTITECH - REQUIRED FOR KVL-KMF COMMUNICATION REMOTE	708	20.0%	\$	200.00	\$	400.00
PLAYBACK STATION	91	1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH	708	20.0%	\$	2,032.00	\$	2,032.00
PLAYBACK STATION	92	3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH	708	20.0%	\$	2,032.00	\$	6,096.00
PLAYBACK STATION	93	3	T7885	MCAFEES WINDOWS AV CLIENT	580	0.0%	\$	165.00	\$	495.00
PLAYBACK STATION	94	3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB	708	20.0%	\$	2,000.00	\$	6,000.00
DESK	95	1	DSDESKPLACEHOLDER	DESK	0		\$	25,000.00	\$	25,000.00
WAVE	96	1	SQM01SUM0284B	WAVE 5000 SERVER	580	0.0%	\$	15,000.00	\$	15,000.00
WAVE	97	1	T7885	MCAFEES WINDOWS AV CLIENT	580	0.0%	\$	165.00	\$	165.00
WAVE	98	1	T8126	FORTINET FIREWALL APPLIANCE	147	10.0%	\$	2,880.00	\$	2,880.00
WAVE	99	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	708	20.0%	\$	1,137.60	\$	1,137.60
WAVE	100	1	CLN1868	Z950F 24-PORT SWITCH	147	10.0%	\$	2,250.00	\$	2,250.00
WAVE	101	1	SQM01SUM0205	GGM 8000 GATEWAY	147	10.0%	\$	4,725.00	\$	4,725.00
WAVE	101a	1	CA01616AA	ADD: AC POWER	147	10.0%	\$	-	\$	-
WAVE	102	1	DSISR4321V5ECK9	ISR 4321 BNDL W/ UC & SEC LICs CUBE-10	708	20.0%	\$	3,756.00	\$	3,756.00
WAVE	103	1	DSNIM4EM	4 PORT NETWORK INTERFACE MODULE	708	20.0%	\$	1,401.60	\$	1,401.60
WAVE	104	1	DLN691B	ASSEMBLY, KIT, 2POST-2U CONVERSION MOUNT KIT	54	10.0%	\$	319.50	\$	319.50
WAVE	105	1	TRN7343	SEVEN AND A HALF FOOT RACK	509	25.0%	\$	371.25	\$	371.25
WAVE	106	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	207	10.0%	\$	232.20	\$	464.40
WAVE	107	1	DSCL34860805SN	HYBRID CONTROL STATION COMBINER, 746-869 MHZ 8 CH.	457	20.0%	\$	9,737.60	\$	9,737.60
WAVE	108	4	M25UR39PW1 N	APX6500 77800 MHZ MID POWER MOBILE	527	27.0%	\$	1,779.74	\$	7,118.96
WAVE	108a	4	G66	ADD: DASH MOUNT	656	27.0%	\$	91.25	\$	366.00

WAVE	108b	4	W665	ADD: CONTROL STATION OPERATION	656	27.0%	\$	51.10	\$	204.40
WAVE	108c	4	G91	ADD: CONTROL STATION POWER SUPPLY	656	27.0%	\$	196.37	\$	785.48
WAVE	108d	4	G444	ADD: APX CONTROL HEAD SOFTWARE	656	27.0%	\$	-	\$	-
WAVE	108e	4	G442	ADD: O5 CONTROL HEAD	656	27.0%	\$	315.36	\$	1,261.44
WAVE	108f	4	G89	ADD: NO RF ANTENNA NEEDED	656	27.0%	\$	-	\$	-
WAVE	108g	4	G51	ENH: SMARTZONE OPERATION APX500	527	27.0%	\$	876.00	\$	3,504.00
WAVE	108h	4	G361	ENH: P25 TRUNKING SOFTWARE APX	656	27.0%	\$	219.00	\$	876.00
WAVE	108i	4	G806	ADD: ASTRO DIGITAL CAI OPERATION	656	27.0%	\$	375.95	\$	1,503.80
WAVE	108j	4	G996	ENH: OVER THE AIR PROVISIONING	656	27.0%	\$	73.00	\$	292.00
WAVE	108k	4	GAD0580	ADD: TDMA OPERATION APX	656	27.0%	\$	328.50	\$	1,314.00
WAVE	108l	4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	656	27.0%	\$	583.27	\$	2,333.08
WAVE	108m	4	G298	ENH: ASTRO Z5 OTAR W/ MULTIKEY	656	27.0%	\$	540.20	\$	2,160.80
WAVE	108n	4	G90	ADD: NO MICROPHONE NEEDED	656	27.0%	\$	-	\$	-
WAVE	108o	4	G142	ADD: NO SPEAKER NEEDED	656	27.0%	\$	-	\$	-
WAVE	108p	4	GAD0318	ADD: S5 ESSENTIAL SERVICE	185	0.0%	\$	319.00	\$	1,276.00
WAVE	109	1	HKN6184C	CABLE CH, PROGRAMMING, USB	281	5.0%	\$	49.40	\$	49.40
WAVE	110	4	DDN9748	19 INCH BLACK SHELF	229	24.0%	\$	189.24	\$	756.96
ANTENNA	111	1	DSSY4505F15NM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD GAIN, 746-896 MHZ	351	10.0%	\$	729.00	\$	729.00
UPPERJUMPR	112	15	L1705	LDFA-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	33.75
UPPERJUMPR	113	1	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
UPPERJUMPR	114	1	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.20	\$	30.40
UPPERJUMPR	115	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING	515	20.0%	\$	15.20	\$	30.40
MAINLINE	116	150	L1705	LDFA-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	337.50
MAINLINE	117	2	DDN1091	LATDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE	351	10.0%	\$	25.65	\$	51.30
MAINLINE	118	4	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT	351	10.0%	\$	15.08	\$	60.30
MAINLINE	119	1	DSL45GRIP	LASGRIP SUPPORT HOIST GRIP 1/2" LDF	351	10.0%	\$	19.35	\$	19.35
ANTACC	120	5	DSS5H12	SSH-12 1/2" SNAPSTAK HANGER 10PK	351	10.0%	\$	19.35	\$	96.75
ANTACC	121	1	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN	351	10.0%	\$	64.13	\$	320.63
SURGE	122	1	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BL-DIR W/ BRACKET	207	10.0%	\$	117.00	\$	117.00
SURGE	123	1	DSSGSAKITD	GROUND STRAP KIT - DIN	207	10.0%	\$	32.40	\$	32.40
LOWERJUMPR	124	25	L1705	LDFA-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	56.25
LOWERJUMPR	125	1	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
LOWERJUMPR	126	1	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
ANTENNA	127	1	DDN9748	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS	351	10.0%	\$	218.70	\$	218.70
UPPERJUMPR	128	1	DSSY4505F15NM	YAGI DIRECTIONAL ANTENNA, 6.5 DBD GAIN, 746-896 MHZ	351	10.0%	\$	729.00	\$	729.00
UPPERJUMPR	129	15	L1705	LDFA-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	33.75
UPPERJUMPR	130	1	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
UPPERJUMPR	131	1	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
UPPERJUMPR	132	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING	515	10.0%	\$	17.10	\$	34.20
MAINLINE	133	150	L1705	LDFA-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	337.50
MAINLINE	134	2	DDN1091	LATDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE	351	10.0%	\$	25.65	\$	51.30
MAINLINE	135	4	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT	351	10.0%	\$	15.08	\$	60.30
MAINLINE	136	1	DSL45GRIP	LASGRIP SUPPORT HOIST GRIP 1/2" LDF	351	10.0%	\$	19.35	\$	19.35
ANTACC	137	5	DSS5H12	SSH-12 1/2" SNAPSTAK HANGER 10PK	351	10.0%	\$	19.35	\$	96.75
ANTACC	138	5	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN	351	10.0%	\$	64.13	\$	320.63
SURGE	139	1	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BL-DIR W/ BRACKET	207	10.0%	\$	117.00	\$	117.00
SURGE	140	1	DSSGSAKITD	GROUND STRAP KIT - DIN	207	10.0%	\$	32.40	\$	32.40

LINE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	TAX	DISC	NET	AMOUNT
161	MAINLINE	240	L3599						1,717.20
162	MAINLINE	2	DS114EZFDF						7.16
163	MAINLINE	8	DSSG11406B2A						66.60
164	MAINLINE	3	DSL65GRIP						22.05
165	SURGE	1	DSTXSDRMBF						34.20
166	SURGE	1	DSSGAKITD						117.00
167	LOWERUMPR	30	L1705						32.40
168	LOWERUMPR	2	DDN1090						67.50
169	ANTACC	1	DDN9743						31.95
170	ANTENNA	1	DS89A749612015						218.70
171	UPIMPR_A1	15	L1705						2,713.50
172	UPIMPR_A1	1	DDN1088						33.75
173	UPIMPR_A1	1	DDN1090						15.98
174	ANTENNA	1	DS89A749612015						15.98
175	UPIMPR_A3	15	L1705						2,713.50
176	UPIMPR_A3	1	DDN1088						33.75
177	UPIMPR_A3	1	DDN1090						15.98
178	WEATHERPRE	7	T0N9289						106.40
179	TTAJMPPR_M1	5	L1705						11.25
180	TTAJMPPR_M1	2	DDN1088						31.95
181	TTAJMPPR_M2	5	L1705						11.25
182	TTAJMPPR_M2	2	DDN1088						31.95
183	MAINLINE_1	240	L3323						939.60
184	MAINLINE_1	2	DDN1079						47.70
185	MAINLINE_1	8	DSSG7806B2A						142.20
186	MAINLINE_1	3	DSL55GRIP						87.75
187	MAINLINE_2	240	L3323						939.60
188	MAINLINE_2	2	DDN1079						47.70
189	MAINLINE_2	8	DSSG7806B2A						142.20
190	MAINLINE_2	3	DSL55GRIP						87.75
191	TESTLINE	191	L1705						540.00
192	TESTLINE	1	DDN1088						15.98
193	TESTLINE	1	DDN1089						15.98
194	TESTLINE	8	DSSG1206B2A						120.60
195	TESTLINE	3	DSL45GRIP						58.05
196	SURGE_M1	1	DSL090501WA						151.20
197	SURGE_M2	1	DSL090501WA						151.20
198	SURGE_TE	1	DSL090501WA						151.20
199	LOWJIMPR_M1	30	L1702						3.06
200	LOWJIMPR_M1	2	DDN9682						57.60
201	LOWJIMPR_M1	30	L1702						3.06
202	LOWJIMPR_M1	2	DDN9682						57.60
203	TESTLINE_J	30	L1700						47.25
204	TESTLINE_J	2	DDN9769						36.00
205	ANTENNA	1	DSCC80711						5,580.90
206	UPPERUMPR	15	L1705						33.75

UPPER/UMPR	207	2	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	31.96
WEATHERPRF	208	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING	515	20.0%	\$	15.20	\$	30.40
MAINLINE	209	240	L3599	AV46-50 CABLE: 1-1/4" AV46-50 COAX CORRUG COPPER, BLACK PE JACKET	351	10.0%	\$	7.16	\$	1,717.20
MAINLINE	210	2	D5114EZF	114EZ DIN FEMALE CONNECTOR	351	10.0%	\$	66.60	\$	133.20
MAINLINE	211	8	D5S5G1A06B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT	351	10.0%	\$	22.05	\$	176.40
MAINLINE	212	3	D5S5S5GRIP	L65GRIP 1-1/4" SUPPORT HOIST GRIP	351	10.0%	\$	34.20	\$	102.60
SURGE	213	1	D5T5XDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET	207	10.0%	\$	117.00	\$	117.00
SURGE	214	1	D5G5AKITD	GROUND STRAP KIT - DIN	207	10.0%	\$	32.40	\$	32.40
LOWER/UMPR	215	30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	67.50
LOWER/UMPR	216	2	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	31.96
ANTACC	217	1	DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS	351	10.0%	\$	218.70	\$	218.70
ANTENNA	218	1	D5SC80711	OVINI, CORPORATE COLLINER, 10.5DBD, 746-870MHZ, PIM & 25KW PIP RATED	351	10.0%	\$	5,580.90	\$	5,580.90
UP/UMPR_A1	219	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	33.75
UP/UMPR_A1	220	1	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
UP/UMPR_A1	221	1	DDN1090	LATDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
WEATHERPRF	222	7	TDN9289	221213 CABLE WRAP WEATHERPROOFING	515	20.0%	\$	15.20	\$	106.40
TT/UMPR_M1	223	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	11.25
TT/UMPR_M1	224	2	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	31.96
MAINLINE_1	225	240	L3323	AV45-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER	207	10.0%	\$	3.92	\$	939.80
MAINLINE_1	226	2	DDN1079	78EZF-M IN FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)	351	10.0%	\$	23.85	\$	47.70
MAINLINE_1	227	8	D5S5G7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	351	10.0%	\$	17.78	\$	142.20
MAINLINE_1	228	3	D5S5S5GRIP	L55GRIP 7/8" SUPPORT HOIST GRIP	351	10.0%	\$	29.25	\$	87.75
TESTLINE	229	240	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	351	10.0%	\$	2.25	\$	540.00
TESTLINE	230	1	DDN1088	LATNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
TESTLINE	231	1	DDN1089	LATNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE	351	10.0%	\$	15.98	\$	15.98
TESTLINE	232	8	D5S5G1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT	351	10.0%	\$	15.08	\$	120.60
TESTLINE	233	3	D5L45GRIP	L45GRIP SUPPORT HOIST GRIP 1/2" LDF	351	10.0%	\$	19.35	\$	58.05
SURGE_TE	234	1	D5L090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	207	10.0%	\$	151.20	\$	151.20
LOW/UMPR_M1	235	1	D5L090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	207	10.0%	\$	151.20	\$	151.20
LOW/UMPR_M1	236	30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	351	10.0%	\$	3.06	\$	91.80
LOW/UMPR_M1	237	2	DDN9682	F4PNM1V2-HC 1/2" TYPE N MALE PLATED CONNECTOR	351	10.0%	\$	28.80	\$	57.60
LOW/UMPR_M1	238	30	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	351	10.0%	\$	3.06	\$	91.80
LOW/UMPR_M1	239	2	DDN9682	F4PNM1V2-HC 1/2" TYPE N MALE PLATED CONNECTOR	351	10.0%	\$	28.80	\$	57.60
TESTLINE_J	240	30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	351	10.0%	\$	1.58	\$	47.25
TESTLINE_J	241	2	DDN9769	F4PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	351	10.0%	\$	18.00	\$	36.00
Building	243	1	TT1006	MSB, 24X32 2-MOD BLDG, INCL GENERAC 180KW DSL GEN & (2) 36KW UPS	329	10.0%	\$	519,301.80	\$	519,301.80
Building	243a	1	TT06003AA	ADD: INDOOR GENERATOR (SEP 12X16 GEN BLDG)	329	10.0%	\$	55,490.40	\$	55,490.40
Building/Tower	244	1	TT06010AA	ADD: ANCILLARY SUPPORT EQUIPMENT	329	10.0%	\$	88,200.00	\$	88,200.00
Tower	245	1	DC-459506-2	220-foot self-supported tower	262	10.0%	\$	264,320.10	\$	264,320.10
Generator	246	1	D5G5130IDNG3PH	GENERAC INDOOR 130KW NATURAL GAS, 3 PHASE	207	10.0%	\$	49,622.40	\$	49,622.40
ATS	247	1	D5G51600ID3PH	AUTOMATIC TRANSFER SWITCH, 600A, 120/208V 3-PH, NEMA 1 (GTS SERIES)	207	10.0%	\$	8,687.70	\$	8,687.70
Building	248	1	ADDITIONAL RACKS	RACKS DEFINED IN THE STATEMENT OF WORK	207	10.0%	\$	61,650.00	\$	61,650.00

EXHIBIT C

DRUG POLICY COMPLIANCE AGREEMENT

I, Richard Russek Area Sales Manager _____ as an owner or officer of
Name) (Print/Type)
(Title)
Motorola Solutions, Inc. _____ (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

6/15/20

Date

Contractor Name Motorola Solutions, Inc.
Signature Richard R Russek
Title Area Sales Manager

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LIST OF SAFETY IMPACT POSITIONS

*Contractor is to provide a complete List of Employee Classifications
that are considered in a "Safety Impact Position" and the number of
employees in each of those classifications.*

<u>Employee Classification</u>	<u>Number of Employees</u>
Project Management Total Project Deliverable	1
Project Management Civil/Tower Work	1
Project Management Communications Equipment	1
Project Management Microwave	1

END OF DOCUMENT

**EXHIBIT E
DRUG POLICY COMPLIANCE DECLARATION**

I, Richard Russek Area Sales Manager as an owner or officer of
 (Name) (Print/Type) (Title)

Motorola Solutions, inc. (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from to June 15, 2020 June 1st 20

RR A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the
 Initials the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

RR Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and
 Initials Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

RR Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.
 Initials

RR Appropriate safety impact positions have been designated for employee positions performing on the City of _____
 Houston
 Initials contract. The number of total employees on safety impact positions during this
RR June 15, 2020 reporting period is _____

From to the following testing has occurred: June 1, 2020
 Initial (start date) (end date)

	<u>Reasonable</u>	<u>Post</u>	
	<u>Random</u>	<u>Suspicion</u>	<u>Accident</u>
			<u>Total</u>

Number of Employees Tested	0	0	0	0
Number of Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

RR Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy
 Initials and Executive Order No. 1-31.

RR I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines
 Initials will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

6/15/20

Date

Contractor Name

Motorola Solutions, Inc.

Signature

Richard R. Kusek

Area Sales Manager
